

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

MOBILITY WORKX, LLC,

Plaintiff,

v.

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

JURY TRIAL DEMANDED

**DECLARATION OF DR. EDWIN HERNANDEZ and ABDELSALAM HELAL,
Principal Managers of Plaintiff Mobility Workx, LLC, and a Request for
Extension of Time**

Mobility Workx, LLC, represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, respectfully request the court to grant an extension of time for Plaintiff to handle what Plaintiff perceives as a breach of fiduciary duties by its counsel and to provide needed time for Plaintiff to replace its Counsel. Mobility Workx, LLC, represented by its co-founders and Principal Managers, do hereby declare and state the following facts:

Principal Managers of Mobility Workx, LLC, are above the age of 21, have never been convicted of a felony or crime of moral turpitude, and are competent to make this declaration, and do testify to these matters.

1. We have strong reasons to believe that Mobility Workx' Counsel attorneys, David Skeels and Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), are working to benefit opposing interest. A Legal Malpractice case is currently being prepared for filing by Machat & Associates, P.C. The following are provided in support of this declaration no. 1.
 - a. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMObILE Test plan for LTE (**Exhibit A**)

- b. Although, we were informed that TMOBILE had declared that they didn't use any emulation technology that uses our 330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
- c. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs. Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL & Mobility Workx, such negotiation occurred July 26, 2016 (**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed over a skype call that our patents were not a good fit for SISVEL's LTE Patent Pool but they could try to figure something out..
- d. Although we suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contains false statements, Mr. Connor submitted the report to opposing counsel anyway, despite repeated and clear instructions not do so to avoid a report with false claims (**Exhibit C**).
- e. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - i. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - ii. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
 - iii. These battery of test cases are performed in all new mobile phones that TMOBILE sells to their customers.
 - iv. Mobility Workx LLC counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
 - v. Mr. Blackburn's expert report ignored this document, and we are uncertain if opposing counsel has received our request for further discoveries.
- f. Mobility Workx, LLC, had only 4 hours and 41 minutes to read, review and respond to Mr. Magee and Mr. Blackburn's report. The deadline for filing was midnight Central Standard Time on October 5th, 2018. The two reports were sent by our counsel to Mobility Workx, LLC, at 8:00PM and 8:19PM Eastern Standard Time (5h and 4h:41m before the filing deadline) (**Exhibit E and Exhibit F**). This unusual tightness of time was clearly made in bad faith and placed Mobility Workx, LLC, in peril. Yet, we have provided comments about both reports (requesting removal of the SISVEL argument from Mr. Magee's report, and the addition of the Test Conformance Report reference in Mr.

Blackburn's report). Our repeated requests and pleases were denied, and the reports were sent to opposing counsel despite our disagreement.

2. TMOBILE's counsel lead, Michael Newton, from **ALSTON & BIRD** might have manipulated and potentially engaged in tampering with TMOBILE witnesses by making the following statements that were communicated verbally to us from Mr. Connor and Mr. Skeels
 - a. TMOBILE submitted under AEO or other method a statement that it does not use any emulation technology like the '330 patent or Spirent emuation, when it is more than clear that ANRITSU makes the same type of device as Spirent and a claim chart showing infringement can be made with the test cases presented in the document (**Exhibit A**)
 - b. TMOBILE engaged in collaboration with NOKIA. NOKIA and Mobility Workx signed an NDA (**Exhibit G**) and Byron Holz, an ex-ALSTON & BIRD attorney led the communications which included same or similar language as the one used by TMOBILE counsel, hence fishing information from MOBILITY WORKX.
 - c. TMOBILE's counsel engaged and transformed a **30b(6)** deposition into a technical deposition stating for example that DOMINION HARBOR was our lawyer when to this date we ignore when they were acting as attorneys and when they were not.
3. APPLE sent us a letter stating that MOBILITY WORKX has broken its licensing agreement with Apple by requesting payments for APPLE's devices from TMOBILE.
 - a. It is unknown how APPLE was able to see Dr. Stephen's Magee expert report and how APPLE derived such conclusion, if this was not given by TMOBILE or by our own attorneys. (**Exhibit H - Letter from Apple**)
4. After seeing and confirming that counsel was not able to follow instructions given by MOBILITY WORKX (see 1 above) and in essence damaged the case with their actions, we terminated counsel
 - a. Upon completion of this termination, Dr. Hernandez requested Mobility Workx Counsel to withdraw from the case, for both TMOBILE and Verizon, around October 29th, 2018.
 - b. Mr. Skeels submitted a declaration stating that plenty of time was given to Mobility Workx to find new attorneys.
 - c. Mobility Workx has contracted three law firms and they cannot take the case as
 - i. AEO documents would need be reviewed,
 - ii. Current attorneys have punctured and damage the case,
 - iii. Current attorney are requesting a position of this matter.
5. Drs. Hernandez and Helal have done significant efforts to find appropriate counsel but given the exposed situation as stated above, Mobility Workx is unable to meet this court deadlines and schedule.
 - a. Mr. Michael Machat, Esq, has been advising us at no cost
6. We believe and that the reasons our attorneys have acted this way is that

- a. They have been associated and continue to be associated with Dominion Harbor Group, including Expert Witnesses Dr. Stephen Magee and his associates.
 - b. On September 25th, 2018 while Dr. Hernandez was at CKL's office, Mr. Jack Lu, PhD, associate from Dr. Stephen Magee's office, stated that CKL and Dominion Harbor had given Maggee's consulting firm over \$3M in contracts.
 - c. Sometime on November 2017, Mr. Connor while working at another firm, was present and settled a case where Dominion Harbor had an interest and represented some of Dr. Helal's patents
 - d. On October 2016, Mr. Connor and Dominion Harbor worked together representing Mobile Synergy Solutions against T-MOBILE and METROPCS. Mobile Synergy is a company owned by Dominion Harbor
7. Dominion Harbor principals, David Pridham and Mr. Patrick Anderson, were involved in a case representing IPNAV in a case as W.D. Wisconsin on and around 2008, between Taurus IP and Daimler Chrysler. In this case, Anderson now principal of Dominion Harbor, and David Pridham (**Exhibit J**) were involved in a case where perjury was an issue and IPNAV's reputation was questionable. An opinion made by the court on 3d day of June, 2008, as part of the opinion and Motion for sanctions made by Judge BARBARA CRABB, District Judge. (**Exhibit I**)

"Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness."

- 8. CKL and Whitaker & Chalk have played with us, for the TMOBILE case they act as "counsel" but in a "limited fashion," which is not clear to us, when are they acting as counsel and for who are they acting as counsel,
- 9. In fact, we retained Bob Taylor as Mobility Workx, General Counsel to do what CKL and Whitaker & Chalk was supposed to do.
- 10. CKL and Whitaker & Chalk have insisted in remaining counsel for TMOBILE's case but it is no longer counsel for VERIZON, hence we are confused as to who is representing us as we requested them to withdraw from all cases
- 11. Dominion Harbor withdrew all support for the cases under Mobility Workx, arguing that Mobility Workx committed a breach of its contract, and as a consequence, Counsel insinuated that a \$250,000 retainer might need to be required during a conference call between Mr. Rick Sanchez and Mr. David Skeels in September.
 - a. Later on, Mr. Skeels stated that no retainer was required at the moment from his firm.
- 12. Additionally, Mr. Rich Sanchez and Mr. Dominion Harbor appeared to be still related as owners of a MARATHON PATENT GROUP, INC (**Exhibit K**), where Dominion

Harbor is a shareholder and Mr. Rich Sanchez form Whitaker and Chalk and figures as:

On Page 41 of Exhibit K

“ On November 3, 2014, we entered into a two-year executive employment agreement (“Sanchez Employment Agreement”) with **Rick Sanchez, effective October 31, 2014**, pursuant to which Mr. Sanchez shall serve as the Company’s Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez’s services, the Company agreed to issue him ten-year stock options under the Company’s 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.”

On Pg 23 of Exhibit K

And “On November 4, 2015, the Company issued 300,000 shares of the Company’s Common Stock to **Dominion Harbor Group LLC (“Dominion”)**, pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering”

13. Dominion Harbor acted as an attorney in several circumstances according to Mr. David Skeels, which was recorded in Dr. Hernandez **30b6 Deposition Transcript (Exhibit L Pg 122 lines 23-25)**.

“(By Mr. Lee) Dr. Hernandez, did you intend to
15 sue T-Mobile for patent infringement prior to meeting
16 Dominion Harbor?
17 MR. SKEELS: Can you repeat the question
18 for me, please?
19 THE REPORTER: "Dr. Hernandez, did you
20 intend to sue T-Mobile for patent infringement prior to
21 meeting Dominion Harbor?"
22 MR. SKEELS: **Objection, form. Same**
23 **instructions regarding privilege. Please feel free to**
24 **answer if you can do so without disclosing privileged**
25 **communications.**

14. Up until today, we are confused as to whether or not CKL & Whitaker & Chalk are our attorneys and when they are not, or whether Dominion Harbor acted as attorneys as most of them are actually attorneys. This conflict of interest should have been disclosed to us.

Prayers

For the aforementioned reasons, Mobility Workx and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**

<hr/> <p>Name: Edwin A. Hernandez-Mondragon Title: Managing Principal Date: November 27, 2018 Place: Coral Springs, Florida, USA</p>	<hr/> <p>Name: Abdelsalam A. Helal Title: Managing Principal Date: November 27, 2018 Place: Lancaster, UK</p>
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EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover

Complete report <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

MX786201A-460
T-Mobile LTE Test Package Reference
Manual



Originated by Anritsu Ltd, PX, Luton, UK

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Table of Contents

Executive Summary.....	1
Scope of this Manual.....	1
Product Overview.....	3
T-Mobile USA LTE Carrier Acceptance Tests.....	3
Recommended PC Specification.....	3
Test System Requirements.....	3
Hardware and Software Options.....	4
MD8480C (E-Composition).....	4
MD8430A.....	5
MF6900A.....	6
Shielded Box.....	6
Installation.....	7
RTD Installation.....	7
Uninstallation of Existing Versions.....	7
Preparation.....	7
Rapid Test Designer (RTD) Installation.....	8
Test Package Installation.....	9
Package Contents.....	9
Installation on the RTD Control PC and Linux Server PC.....	9
Installation on the AAP Control PC.....	11
AAP Installation.....	12
AAP Overview.....	12
Preparation.....	12
AAP Platform Installation.....	12
Installing the MX843021A Firmware.....	13
Uninstallation.....	17
Configuration.....	19
Configuration for Windows® 7.....	19
Test System Configuration.....	20
Configuration for Testing.....	22
Signaling Tester Configuration.....	23
Configuring the Sample Cable Losses File.....	24
Configuring the Sample UE Proxy File.....	24
Linux Server Configuration.....	24
UICC Compatibility.....	24
Environmental Verification.....	25
Verifying IP Communication.....	25
Verifying the RTD Control PC Configuration.....	27
Configuration for Band Selection.....	28
Test Execution.....	31
Initial DUT Conditions.....	31

Circuit Switched Call Tests.....	31
Packet Switched Session Tests.....	31
UICC Programming.....	31
Execution from the RTD Control PC.....	32
AT Commands.....	32
T-Mobile USA LTE Test Packages.....	35
Test Package Details.....	35
Package 460: Subscription.....	36
Package 461: LTE SON.....	37
Package 461 Configuration.....	37
Package 461 Test Cases.....	39
TC-3.1.1.1: Intra-LTE, Intra-frequency ANR Measurements, New PCI Discovery, A3, RSRP, Fading Channel.....	39
TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel.....	44
TC-3.1.1.3: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A4, RSRP, Fading Channel.....	49
TC-3.1.1.4: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A4, RSRQ, Fading Channel.....	54
TC-3.1.1.5: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A5, RSRP, Fading Channel.....	59
TC-3.1.1.6: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A5, RSRQ, Fading Channel.....	64
TC-3.1.1.7: Intra-LTE, Intra-frequency (Band 4) ANR triggered Handover, New PCI Strongest Cell, A3, RSRP, Fading Channel.....	69
TC-3.1.1.8: Intra-LTE, Intra-frequency (Band 4) ANR triggered Handover, New PCI Strongest Cell, A3, RSRQ, Fading Channel.....	73
TC-3.1.1.9: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, New PCI Discovery, A4, RSRP, Fading Channel.....	77
TC-3.1.1.10: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, New PCI Discovery, A4, RSRQ, Fading Channel.....	82
TC-3.1.1.11: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, New PCI Discovery, A5, RSRP, Fading Channel.....	87
TC-3.1.1.12: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, New PCI Discovery, A5, RSRQ, Fading Channel.....	92
TC-3.1.1.13: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 4, Target Cell: Band 17, A5, RSRP, Fading Channel.....	97
TC-3.1.1.14: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 4, Target Cell: Band 17, A5, RSRQ, Fading Channel.....	101
TC-3.1.1.15: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 17, Target Cell: Band 4, A5, RSRP, Fading Channel.....	105
TC-3.1.1.16: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 17, Target Cell: Band 4, A5, RSRQ, Fading Channel.....	109
TC-3.1.1.17: LTE Intra-Frequency (Band 4) followed by Inter-Frequency (Band 4, Band 17) ANR Measurements.....	113
TC-3.1.1.18: LTE Intra-Frequency (Band 17) followed by Inter-Frequency (Band 17, Band 4) ANR Measurements.....	117
TC-3.1.1.19: LTE Inter-Frequency followed by Intra-frequency ANR Measurements.....	121

TC-3.1.1.20: LTE Inter-Frequency (Band 4, Band 17) followed by Intra-frequency (Band 4) ANR Measurements.....	125	
TC-3.1.1.21: Intra-LTE, Intra-frequency ANR Measurements, Event A3.....	129	
TC-3.1.1.22: Intra-LTE, Intra-frequency ANR Measurements, Event A4.....	134	
TC-3.1.1.23: Intra-LTE, Intra-frequency ANR Measurements, Event A5.....	139	
TC-3.1.1.24: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, Event A4.....	144	
TC-3.1.1.25: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, Event A4.....	149	
TC-3.1.1.26: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, Event A5.....	154	
TC-3.1.1.27: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, Event A5.....	159	
Package 462: LTE Mobility, Intra-RAT Network Selection and SMS.....	164	
Package 462 Configuration.....	164	
Package 462 Test Cases.....	166	
TC-1.1.1.1.3: LTE Normal MM Attach, From Power-Up (5 MHz Bandwidth).....	166	
TC-1.1.1.1.4: LTE Normal MM Attach, From Power-Up (15 MHz Bandwidth).....	168	
TC-1.1.1.1.5: LTE Normal MM Attach, From Power-Up (20 MHz Bandwidth).....	170	
TC-1.1.1.1.1: LTE Normal MM Attach, From Power-Up.....	172	
TC-1.1.1.1.2: LTE Normal MM Detach From Idle Mode.....	174	
TC-1.1.1.1.3: LTE MME - Originated Detach From Idle Mode.....	176	
TC-1.1.1.1.4: LTE Normal MM Detach From Active Mode.....	178	
TC-1.1.1.1.5: LTE MME - Originated Detach From Active Mode.....	180	
TC-1.1.1.1.6: LTE Normal MM Detach Due to Power-Down.....	182	
TC-1.1.1.1.7: Default EPS Bearer Establishment, Mobile-Originated.....	184	
TC-1.1.1.1.8: LTE SS-Originated Detach From Idle Mode.....	186	
TC-1.1.1.1.9: Dedicated EPS Bearer Establishment, Network Initiated.....	188	
TC-1.1.1.1.10: LTE TU Identification Procedure.....	190	
TC-1.1.1.1.11: Redirection to an Unsuitable Cell During Power up - LTE Band 4 to LTE Band 4.....	192	
TC-1.1.1.1.12: Redirection to a Non-Existent Intra-Band Cell During Power Up - LTE Band 4 to LTE Band 4.....	194	
TC-1.1.1.1.13: Redirection to an Unsuitable Cell During Power Up - LTE Band 17 to LTE Band 4.....	196	
TC-1.1.1.1.14: Redirection to a Non-Existent Intra-Band Cell During Power Up - LTE Band 17 to LTE Band 4.....	198	
TC-1.1.1.1.15: Redirection to an Unsuitable Cell During Power Up - LTE Band 4 to LTE Band 17.....	200	
TC-1.1.1.1.16: Redirection to a Non-Existent Inter-Band Cell During Power Up - LTE Band 4 to LTE Band 17.....	202	
TC-1.1.1.1.17: Verify Support of EEA2/EIA2 Encryption/Integrity Algorithms on LTE Network, RRC Messages.....	204	
TC-1.1.1.1.18: Verify Support of EEA2/EIA2 Encryption/Integrity Algorithms on LTE Network, NAS Messages.....	206	
TC-1.1.1.1.19: RRC Connection Reject with Wait Timer Set to 15; Finally Register to Second Best Band 4 LTE Cell.....	208	
TC-1.1.1.1.20: RRC Connection Reject with Wait Timer Set.....	210	
TC-1.1.1.1.21: Network-Originated RRC Connection Release, Move UE to New MME, Connected Mode..	212	
2	1	2
TC-1.1.1.1.22: LTE Downlink Radio Failure During Data Transfer, Inter-Band, Band IV to Band XVII, Candidate Cells in Same TA, X2 Interface Supported.....	214	
TC-1.1.1.1.23: LTE Handover, Band 4, Inter-Frequency, Candidate Cells in Same TA, X2 Interface Supported.....	216	
TC-1.1.1.1.24: EPS Bearer Modification, SS-Originated.....	218	
TC-1.1.1.1.25: Bearer Deactivation, Network-Initiated.....	220	

TC-1.1.1.26: LTE Downlink Radio Failure During Data Transfer, Intra-Band, Band 4, Candidate Cells in Same TA, X2 Interface Supported.....	222	
TC-1.1.1.27: Intra-frequency LTE Handover to a New Cell with a Different Bandwidth is Supported.....	224	
TC-1.1.1.28: The UE Shall Send the UE Network Capability Information to the MME During the Attach and Non-Periodic Tracking Area Update Procedure.....	226	
TC-1.1.1.29: RRC Connection Re-Establishment Following Radio Link Failure and Out-of-Service Handling.....	228	
TC-1.1.1.30: CS/PS Mode 1 of Operation: UE Registers to Both EPS and non-EPS Services and UE's Usage Setting is Voice Centric.....	230	
TC-1.1.1.31: Periodic Tracking Area Updates.....	232	
TC-1.1.1.32: RRC Connection Failure with Following Tracking Area Update Initiated by the UE.....	234	
TC-1.1.1.33: UE Capability Information.....	236	
TC-1.1.1.35: Event A1 (Serving becomes better than threshold) Shall be Supported and Event A2 (Serving becomes worse than threshold) Shall be Supported.....	238	
TC-1.1.1.36: Counter Check Procedure is Supported, Including Messages: Counter Check and Counter Check Response.....	240	
TC-1.1.1.39: The UE Shall Request for IPv4v6 PDN Type During E-UTRAN Initial Attach and UE Requested PDN Connectivity Procedures.....	243	
TC-1.1.1.40: UE Shall Support the ESM INFORMATION REQUEST as Defined in TS 24.301.....	245	
TC-1.1.1.44: A Tracking Area Update Procedure Shall be Initiated by UE after the RRC Connection was Released with Release Cause "load re-balancing TAU required".....	247	
TC-1.1.1.45: Absolute Priorities of Different E-UTRAN Frequencies are Supported. Priorities Provided to the UE in the RRCCconnectionRelease Message.....	249	
TC-1.1.1.46: The UE Shall Support the QoS for Default and Dedicated Bearers.....	252	
TC-1.1.1.47: QoS Class Identifiers (QCI) Shall be Supported as Defined in TS 24.301 and TS 23.203....		
2	5	5
TC-1.1.1.48: The UE Shall not Include any APN as Part of the Initial Attach Procedure.....	257	
TC-1.1.1.49: UE Shall Support E-UTRAN Un-ciphered Connections Using the "Null Ciphering Algorithm" EEA0.....	260	
TC-1.1.1.50: UE Initiated and Network Initiated Detach Procedure Shall be Supported as Defined in TS 24.301 when the UE Operates in PS Mode 1 or Mode 2.....	263	
TC-1.1.1.57: The UE Shall Support the Following Modes of Operation: CS/PS Mode 1 &2, PS Mode 1&2.....	265	
TC-1.1.1.58: EMM Cause Code UE Behaviors When the EMM Cause #12 "tracking area not allowed"...		
2	6	8
TC-1.1.1.60: Exchange of Protocol Configuration Options Shall be Supported According to TS 24.008...		
2	7	0
TC-1.1.1.61: UE Shall Support Enforcement of APN Aggregation Maximum Bit Rate (APN-AMBR) on the Uplink.....	273	
TC-1.1.1.66: The UE Shall Support Both IPv4 and IPv6 (dual-stack).....	275	
TC-1.1.1.67: The UE Shall Support the ESM STATUS Message and Act Upon the ESM Cause Value as Defined in TS 24.301.....	277	
TC-1.1.1.72: Multi-RAB Mobility Within LTE Shall be Independent of the Number of Active Bearers and Shall be Supported.....	279	
TC-1.1.1.74: Downlink 4x2 MIMO Shall Be Supported.....	281	
TC-1.1.1.75: LTE cat 3 is supported and reported to the network (DL:100Mbit/s UL:50Mbit/s) The indicated data rates are supported in every TTI -> sustained data rate. The device shall work properly in a 4x4 or 4x2 network configuration.....	284	
TC-1.1.1.76: UE Shall Support Wideband CQI Reporting.....	287	
TC-1.1.1.77: UE Shall Support Subband CQI Reporting.....	290	

TC-1.1.1.79: UE Shall Support Periodic CQI, PMI and RI Reporting.....	293	
TC-1.1.1.82: LTE Normal MM Attach, From Power-Up Band XVII	295	
TC-1.1.1.83: Both Long and Short DRX Support are Required for Connected Mode	297	
TC-1.1.1.84: Semi-Persistent Scheduling DL+UL Assignment.....	300	
TC-1.1.1.85: UE Shall Support TTI Bundling.....	303	
TC-1.1.1.89: Recovery from RL Failure on DL Physical Channel with T311 timed out.....	305	
TC-1.1.1.92: UE Shall Support MFB1: Inter-Band Cell Reselection, LTE Band 12 (Block A) to LTE Band 12 (Block B), Idle Mode.....	307	
TC-1.1.1.93: LTE Normal MM Attach, From Power-Up (1.4 MHz bandwidth).....	309	
TC-1.1.1.94: LTE Normal MM Attach, From Power-Up (3 MHz bandwidth)	311	
TC-1.1.1.95: The UE Shall Support Intra LTE Handover Between 4x2 Capable to 2x2 Capable Cells....		
3	1	3
TC-4.1.1.4: LTE Manual-Mode PLMN Selection, Band IV.....	315	
TC-4.1.1.5: Inter-Band Cell Reselection, Idle Mode.....	317	
TC-4.1.1.6: Inter-Band Cell Reselection, LTE Band 17 to LTE Band 4, Idle Mode.....	319	
TC-4.1.1.7: Cell Reselection with Cells of Same TA, Band 4, Idle Mode.....	321	
TC-4.1.1.8: Cell Reselection with Cells of Same TA, Band 17, Idle Mode.....	323	
TC-4.1.1.9: Cell Reselection with Cells of Different TA, Band 4, Idle Mode.....	325	
TC-4.1.1.10: Cell Reselection with Cells of Different TA, Band 17, Idle Mode.....	327	
TC-4.1.1.23: Rescan from LTE Band XVII to LTE Band IV on HPLMN rescan timer	329	
TC-7.1.1.2: UE Shall Support SMS over SGs.....	331	
Package 463: IRAT Mobility, IRAT SON & IRAT Network Selection and SMS.....	335	
Package 463 Configuration.....	335	
Package 463 Test Cases.....	337	
TC-1.1.1.34: The LTE UE Shall Request for IPv4v6 PDP Type During PDP Context Activation Procedure when under GERAN/UTRAN Coverage.....	337	
TC-1.1.1.37: Mobility From EUTRA Procedure is Supported, Including Mobility From EUTRA Command (can be used for handover to UTRAN or Cell Change Order to GERAN).....	339	
TC-1.1.1.38: Redirection from LTE to GERAN Shall be Supported.....	341	
TC-1.1.1.41-1: Inter-RAT Cell Reselection from EGPRS1900 Cell to LTE Cell (priority of E-UTRA cells is lower than the serving cell).....	343	
TC-1.1.1.41-2: Inter-RAT Cell Reselection from EGPRS1900 cell to LTE Band 4 Cell Based on H_PRIO Criteria.....	345	
TC-1.1.1.42-1: LTE to UMTS Reselection After Attach Accept with Sms Only and Ims Voice Not Supported.....	348	
TC-1.1.1.42-2: LTE to UMTS Reselection after Attach Reject.....	350	
TC-1.1.1.43: The UE Shall Set the "active" Flag in the TRACKING AREA UPDATE REQUEST Message When TAU Request was Triggered due to Redirection (from UTRAN) or CCO or Cell Reselection (from GERAN).....	352	
TC-1.1.1.51: GERAN Measurements, Reporting and Measurement Reporting Event B2 in E-UTRA Connected Mode.....	354	
TC-1.1.1.59: A Tracking Area Update Procedure Shall be Initiated by UE After Re-selection from GPRS READY State to E-UTRAN.....	357	
TC-1.1.1.62: UE Shall Support RAT/PLMN Reselection Procedures as Described in 3GPP TS 24.301, 3GPP TS 24.008 and GSMA PRD IR.88 v7.0 for Roaming Scenarios when the E-UTRAN Attach is Rejected by the Visited MME.....	359	
TC-1.1.1.63: Absolute Priority Based Cell Re-selection in UTRAN is Supported and Indicated by Rel-8 IE "Support for absolute priority based cell re-selection in UTRAN" if Enabled in the Device. Mandatory for E-UTRAN (LTE) Devices.....	361	

TC-1.1.1.64: E-UTRA FDD Support Shall be Indicated in MS Radio Access Capability and Mobile Station Classmask 3.....	363
TC-1.1.1.65: IRAT Measurement from UTRAN to LTE Shall be Supported.....	365
TC-1.1.1.68: The Device Shall Support Coordination Between ESM and SM inter-RAT Change from E-UTRAN to GERAN or UTRAN.....	367
TC-1.1.1.69: The UE Shall Support Explicit Indication of Whether the Provided GUTI/P-TMSI is "native" or "mapped".....	370
TC-1.1.1.70: The UE Shall Support Idle Mode Signaling Reduction Function (ISR).....	372
TC-1.1.1.71: Priority based inter-RAT cell re-selection from E-UTRAN to GSM between GSM and UTRAN is supported.....	374
TC-1.1.1.73: Reselection from GERAN (packet transfer) to LTE Shall be Supported.....	377
TC-1.1.1.90: Recovery from Handover Failure.....	379
TC-4.1.1.1: Initial Cell Selection, LTE Band 4, From Power-Up.....	381
TC-4.1.1.2: Initial Cell Selection, LTE Band 17, From Power-Up.....	383
TC-4.1.1.3: Intra-RAT Cell Selection, HPLMN Not Available in LTE Band 4 or Band 17.....	385
TC-4.1.1.11: Inter-RAT Cell Selection to UMTS Band 2 from Power-Up, No LTE Service Available.....	387
TC-4.1.1.12: Inter-RAT Cell Selection to UMTS Band IV from Power-Up, No LTE Service Available.....	
3	8
TC-4.1.1.13: Inter-RAT Cell Selection to EGPRS1900 from Power-Up, No LTE or UMTS Service Available.....	391
TC-4.1.1.14: Inter-RAT Cell Selection to EGPRS850 Cell from Power-Up, No LTE or UMTS Service Available.....	393
TC-4.1.1.15: Inter RAT Cell Reselection from UMTS Band 2 to LTE (Evaluation of SIB 19).....	395
TC-4.1.1.16: Inter RAT Cell Reselection from UMTS Band IV to LTE (Evaluation of SIB 19).....	397
TC-4.1.1.17: Inter-RAT Cell Reselection to UMTS Band IV Cell when LTE Cell is Unavailable.....	399
TC-4.1.1.18: Inter-RAT Cell Reselection to UMTS Band II Cell when LTE Cell is Unavailable.....	401
TC-4.1.1.19: Inter RAT Cell Reselection to GSM 1900 when UMTS and LTE Cells are Unavailable.....	403
TC-4.1.1.20: UMTS/URA_PCH to LTE Reselection, HPLMN Timer in Idle Mode, Serving PLMN in USIM OPLMN Selector List.....	405
TC-4.1.1.21: UMTS/Cell_PCH to LTE Reselection, HPLMN Timer In Idle Mode, Serving PLMN in USIM OPLMN Selector List.....	407
TC-4.1.1.22: Rejection from UTRAN cell due to congestion with redirection info to EUTRAN.....	409
TC-5.1.1.1: WCDMA ANR Measurements followed by IRAT Redirection (LTE, WCDMA 1900) and Reselection to LTE.....	411
TC-5.1.1.2: IRAT Measurement from LTE to UTRAN Shall be Supported And Event B1 (Inter RAT neighbor becomes better than threshold) Shall be Supported.....	414
TC-5.1.1.3: ANR Shall be Supported for IRAT to GERAN (See FGI19 and 23).....	417
TC-7.1.1.1: SMS Solution Shall Seamlessly Interwork with SMS on 2G/3G on RAT Change.....	420
Package 464: CSFB.....	427
Package 464 Configuration.....	427
Package 464 Test Cases.....	429
TC-2.1.1.1: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 850 UTRAN.....	429
TC-2.1.1.2: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 1900 UTRAN.....	432
TC-2.1.1.3: MO Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....	435

TC-2.1.1.4: MO Call in Active Mode, CSFB, After CSFB call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....	4	3	8
TC-2.1.1.5: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			441
TC-2.1.1.6: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			444
TC-2.1.1.7: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			447
TC-2.1.1.8: MO Call in Idle Mode, CSFB, Return to E-UTRA after CS call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			450
TC-2.1.1.9: MT Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 850 UTRAN.....			453
TC-2.1.1.10: MT Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			456
TC-2.1.1.11: MT Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 850 UTRAN.....			459
TC-2.1.1.12: MT Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....			
TC-2.1.1.13: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....	4	6	2
TC-2.1.1.14: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			465
TC-2.1.1.15: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118,CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			468
TC-2.1.1.16: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....			471
TC-2.1.1.18: UE Shall Perform Location Update if the LA of the New Cell is Different from the One Stored After CSFB.....			477
TC-2.1.1.20: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 17 LTE to 850 UTRAN.....			480
TC-2.1.1.21: UE Shall Support RAN Information Management (RIM).....			483
TC-2.1.1.22: MO Call on LTE cell, CSFB to GSM 1900.....			485
TC-2.1.1.23: MT Call while UE is on LTE cell, CSFB to GSM 1900.....			487
TC-2.1.1.24: MT Call while UE on PS Session on LTE, CSFB to GSM and PS Session is Suspended.....			489
TC-2.1.1.25: MO + PS Call on LTE Cell, CSFB to GSM 1900 and PS Session is Suspended.....			491
TC-2.1.1.26: CSFB with an Emergency Call for GSM			493
Package 465: CA Protocol.....			495
Package 465 Configuration.....			495
Package 465 Test Case.....			498
TC-11.1.1.1: Verify CA with 2x2 MIMO.....			498
TC-11.1.1.2: PCS 5 MHz, AWS 5 MHz.....			500
TC-11.1.1.3: PCS 5 MHz, AWS 10 MHz.....			502

TC-11.1.1.4: Verify CA with PCS 10MHz, AWS 5MHz.....	504	
TC-11.1.1.5: UE Capability and BCS Indicated for Carrier Aggregation.....	506	
TC-11.1.1.6: Transition from Dual Carrier to Single Carrier Mode.....	508	
TC-11.1.1.7: Handover from CA Cell to Non CA Cell (B4 or B2), Band 4 is PCell and B2 is SCell.....	511	
TC-11.1.1.8: Handover from Non CA to CA cell.....	514	
TC-11.1.1.9: CSFB call (MO) during PS Carrier Aggregation session, fall back to U1900.....	516	
TC-11.1.1.10: CSFB call (MT) during PS Carrier Aggregation session, fall back to U1900.....	519	
TC-11.1.1.11: CSFB call (MO) during PS Carrier Aggregation session, fall back to U1700.....	522	
TC-11.1.1.12: CSFB call (MT) during PS Carrier Aggregation session, fall back to U1700.....	525	
TC-11.1.1.13: Load Balancing : Single Carrier Setup on B4.....	528	
TC-11.1.1.14: Load Balancing : Single Carrier Setup on B2.....	531	
TC-11.1.1.15: Carrier Aggregation: Verify CA with DRX.....	534	
TC-11.1.1.16: Reconfiguration and Activation of SCell (PCell Band 2, 5MHz + SCell Band 4, 10MHz)....		
5	3	6
TC-11.1.1.17: Inter Frequency HO due to load balancing (A4 event) (PCell Band 2, 5MHz + SCell Band 4, 5MHz).....	539	
TC-11.1.1.18: Setup of P Cell and S Cell (PCell Band 2, 5MHz + SCell Band 4, 10MHz).....	541	
TC-11.1.1.19: Idle mode priority with CA.....	546	
TC-11.1.1.20: SCell Activation, Deactivation (PCell Band 2, 5MHz + SCell Band 4, 10MHz).....	548	
TC-11.1.1.21: CA is Deconfigured and Re Assigned (PCell Band 2, 10MHz + SCell Band 4, 5MHz <→ PCell Band 2, 10MHz + SCell Band 4, 5MHz).....	552	
TC-11.1.1.22: Carrier Aggregation Hand Over from EUTRAN (PCell Band 2, 5MHz + SCell Band4, 10MHz) to EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz).....	556	
TC-11.1.1.23: Intra Frequency Hand Over from EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to Non CA EUTRAN (Band2, 10MHz).....	560	
TC-11.1.1.24: Carrier Aggregation: Inter Frequency Hand Over due to Loading (A4 Event) Serving Cell (PCell Band2, 5MHz + SCell Band4, 10MHz) to Target Cell (Band4, 10MHz).....	564	
TC-11.1.1.25: Inter Frequency Hand Over from EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to Non CA EUTRAN (Band4, 10MHz).....	568	
TC-11.1.1.26: Redirect from CA EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to UTRAN Band 2.....	572	
TC-11.1.1.27: Carrier Aggregation: LTE with CA (VoLTE call) - LTE with CA; CS call continued and PS session continued.....	576	
TC-11.1.1.28: Carrier Aggregation: LTE with CA (VoLTE call) - LTE with Non CA; CS call continued and PS session continued Serving Cell (PCell Band2 5MHz + SCell Band4 10MHz) To Target Cell Band4 10MHz.....	580	
TC-11.1.1.29: LTE with Carrier Aggregation (PCell Band2, 5MHz + SCell Band4, 10MHz) - CSFallback MT call to UTRAN Band 2.....	584	
TC-11.1.1.30: LTE with Carrier Aggregation (PCell Band2, 5MHz + SCell Band4, 10MHz) - CSFallback MO Emergency call to GERAN Band 1900.....	589	
TC-11.1.1.31: Redirect from CA EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to GSM 1900....	593	
TC-11.1.1.32: Carrier Aggregation: Inter Frequency Hand Over: CA to no CA <-> No CA to CA Serving Cell (PCell Band2, 10MHz + SCell Band4, 5MHz) to First Target Cell (Band4, 5MHz) to Second Target Cell (PCell Band 4, 5Mhz + SCell Band2, 10Mhz).....	597	
TC-11.1.1.33: Carrier Aggregation: Inter Frequency Hand Overs due to (A5 Event) Between (PCell Band2, 10MHz + SCell Band4, 5MHz) → Target PCell (Band4, 5MHz) → (PCell Band2, 10MHz + SCell Band4, 5MHz).....	602	
Package 466: CA Data Performance.....	606	
Package 466 Configuration.....	606	
Package 466 Test Cases.....	608	

TC-13.1.1.1 (200.503): 2x2 MIMO,TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=5000 kbps.....	608
TC-13.1.1.2 (200.504): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	610
TC-13.1.1.3 (200.505): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	612
TC-13.1.1.4 (200.507): 2x2 MIMO,TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	614
TC-13.1.1.5 (200.511): 2x2 MIMO,TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps.....	616
TC-13.1.1.6 (200.517): 2x2 MIMO, TM3 OLSM, Power Sweep lor -60 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA70, Correlation Low, SNR 25, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3.....	618
TC-13.1.1.7 (200.521): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 12, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	620
TC-13.1.1.8 (200.522): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 12, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	622
TC-13.1.1.9 (200.571): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	624
TC-13.1.1.10 (200.572): 2x2 MIMO,TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 10 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=7000 kbps.....	626
TC-13.1.1.11 (200.573): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=21000 kbps.....	628
TC-13.1.1.12 (200.574): 2x2 MIMO,TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 10 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=36000 kbps.....	630
TC-13.1.1.13 (200.575): 2x2 MIMO,TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	632
TC-13.1.1.14 (200.581): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=136000 kbps.....	634

TC-13.1.1.15 (200.582): 2x2 MIMO, TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=10000 kbps.....	636
TC-13.1.1.16 (200.583): 2x2 MIMO, TM3 OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=28000 kbps.....	638
TC-13.1.1.17 (200.584): 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=48000 kbps.....	640
TC-13.1.1.18 (200.585): 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=136000 kbps.....	642
Package 467: Data Performance	644
Package 467 Configuration.....	644
Package 467 Test Cases.....	646
TC-9.1.1.5: 4x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps.....	646
TC-9.1.1.6: 4x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation Duration 60 sec, Repetition 3, Final P/Fs (kbps)=2000 kbps.....	648
TC-9.1.1.7: PRD #60215 300.007: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=2000 kbps....	
6 5 0	
TC-9.1.1.8: PRD #60215 300.008: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps...	
6 5 2	
TC-9.1.1.9: 4x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	654
TC-9.1.1.10: 4x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=2000 kbps.....	656
TC-9.1.1.11: 4x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=3700 kbps.....	658
TC-9.1.1.12: 4x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	660
TC-9.1.1.13: 4x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=3000 kbps.....	662
TC-9.1.1.14: 4x2 MIMO, TM2, Transmit Diversity, Power Sweep lor -78 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4, EVA70 Correction Low, SNR 25, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3.....	664

TC-9.1.1.15: 4x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=4000 kbps.....	666
TC-9.1.1.16: PRD #60215 300.015: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, EVA5 Correlation Medium, SNR 10, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=2000 kbps.....	668
TC-9.1.1.17: PRD #60215 300.016: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, EPA5 Correlation Medium, SNR 20, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	670
TC-10.1.1.1: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps, as per PRD 200.016.....	672
TC-10.1.1.2: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps.....	674
TC-10.1.1.3: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=12000 kbps.....	676
TC-10.1.1.4: 2x2 MIMO, TM4, CLSM Conducted UDP Throughput - Downlink, IPV4, Static, SNR none, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps	678
TC-10.1.1.5: 2x2 MIMO, TM4, CLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	680
TC-10.1.1.6: 2x2 MIMO, TM4, CLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=12500 kbps	682
TC-10.1.1.7: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	684
TC-10.1.1.8: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	686
TC-10.1.1.9: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	688
TC-10.1.1.10: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps.....	690
TC-10.1.1.11: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=25000 kbps.....	692
TC-10.1.1.12: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput – Downlink, IPV4, EVA5 Correction Medium, SNR 10 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	694
TC-10.1.1.13: 2x2 MIMO, TM2, Transmit Diversity, Conducted FTP Throughput - Downlink, IPV4, Fading ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	696

TC-10.1.1.14: 2x2 MIMO, TM2, Transmit Diversity, Conducted FTP Throughput - Downlink, IPV4, Fading ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=3500 kbps.....	698
TC-10.1.1.15: 2x2 MIMO, TM2, Transmit Diversity, Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	700
TC-10.1.1.16: 2x2 MIMO, TM2, Transmit Diversity, Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=3000 kbps.....	702
TC-10.1.1.17: 2x2 MIMO, TM2, Transmit Diversity, Power Sweep Ior -78 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4, EVA70 Correction Low, SNR 25, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3.....	704
TC-10.1.1.18: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, static, SNR none, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=25000.....	706
TC-10.1.1.19: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	708
TC-10.1.1.20: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000.....	710
TC-10.1.1.21: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, ETU70, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4500 kbps.....	712
TC-10.1.1.22: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, ETU300, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	714
TC-10.1.1.23: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	716
TC-10.1.1.24: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	718
TC-10.1.1.25: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, static, SNR none, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=26000.....	720
TC-10.1.1.26: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 , 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	722
TC-10.1.1.27: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=15000.....	724
TC-10.1.1.28: 2x2 MIMO, TM3, OLSM Conducted UDP Throughput - Downlink, IPV4/IPV6, ETU70, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	726
TC-10.1.1.29: 2x2 MIMO, TM3, OLSM Conducted UDP Throughput - Downlink, IPV4/IPV6, ETU300, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	728

TC-10.1.1.30: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	730
TC-10.1.1.31: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	732
TC-10.1.1.32: 2x2 MIMO, TM3, OLSM Power Sweep Ior -60 to -116 Step -2dBm UDP Throughput - Downlink, IPV4/IPV6, EVA70, SNR 25, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3.....	734
TC-10.1.1.33: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR none, 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=30000 kbps.....	736
TC-10.1.1.34: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU70 Low, SNR 0 , 5 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	738
TC-10.1.1.35: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, EVA5, SNR 10, 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=6000 kbps.....	740
TC-12.1.1.1: 100.13 HTTP Download on LTE Simulator - No Noise, No Fading 5 MB Size Web Page with 10 Embedded Images 500 KB Each.....	742
TC-12.1.1.2: 100.14 HTTP Download on LTE Simulator - No Noise, No Fading 10 MB Size Web Page with 10 Embedded Images 1 MB Each.....	744
TC-12.1.1.3: 100.15 HTTP Download on LTE Simulator - No Noise, No Fading 15 MB Size Web Page with 15 Embedded Images 1MB Each.....	746
TC-12.1.1.4: 100.16 HTTP Download on LTE Simulator - No Noise, No Fading 20 MB Size Web Page with 20 Embedded Images 1 MB Each.....	748
TC-12.1.1.5: 100.17 HTTP Download on LTE Simulator- G=0dB, EVA5, 1 MB Size Web Page with 19 Embedded Images 50KB Each.....	750
TC-12.1.1.6: 100.12 HTTP Download on LTE Simulator - G=0dB, EPA5, 1 MB Size Web Page with 19 Embedded Images 50KB Each.....	752
Package 468: VoLTE and IMS	754
Package 468 Configuration.....	754
Package 468 Test Cases.....	756
TC-6.1.1.1: The UE Shall Activate Default Bearer with QCI=5 to be Used for SIP Signalling.....	756
TC-6.1.1.2: The UE Shall Request Connectivity to the IMS PDN Even if the Preceding Connectivity Request to the Internet PDN Fails.....	758
TC-6.1.1.3: The UE Shall Activate Default Bearer to the Well-known IMS PDN After Establishment of the Default Bearer to the Internet PDN.....	761
TC-6.1.1.4: The UE Shall Support Connections to Multiple PDNs.....	763
TC-6.1.1.5: 1.The UE Shall Use the P-CSCF IP Addresses in the PCO IE to Send the IMS Registration to the Selected P-CSCF. 2.The DNS and P-CSCF IP Addresses Shall be Passed to the UE in the PCO IE field.....	765
TC-6.1.1.6: The UE Shall Support a QCI=1 for Network Initiated Dedicated Bearers for the IMS PDN.....	767
TC-6.1.1.7: The UE Shall Handle the Error 500 from the Network.....	770
TC-6.1.1.8: The UE Shall be Able to Register ICSI and IARI Values.....	772
TC-6.1.1.9: The UE Shall Support IMS Restoration Procedures.....	774
TC-6.1.1.10: The UE Shall Format the UA String as Defined in RFC 2616.....	776

TC-6.1.1.11: The UE Shall De-register and re-register According to the Retry Scheme Defined for the Particular UE if P-Associate-URI is Missing.....	778
TC-6.1.1.12: The User-Agent Shall Have Maximum 50 Characters.....	780
TC-6.1.1.14: The UE shall support a minimum of 6 bearers (default and dedicated) which can be activated simultaneously.....	782
TC-7.1.1.3: The UE Shall Support SMS over-IP.....	784
TC-7.1.1.4: The UE Shall Use Correct TP-Address, SMS Text and The From-URI in SIP MESSAGE for MO SMS over IP.....	786
TC-7.1.1.5: The UE Shall Implement the Roles of an SM-over-IP Sender According to the Procedures in Sections 5.3.1 in 3GPP TS 24.341P (MO) to Multiple Recipients.....	788
TC-7.1.1.6: Phase II Depth - Develop Test "UE Shall Receive Mobile Terminated SMS over IMS".....	790
TC-8.1.1.1: The UE Shall Support the Procedures for P-CSCF Discovery via EPS.....	792
TC-8.1.1.2: IR 92 Compliant Voice Centric UE Shall Register for CSFB if IMS Registration Fails, Regardless of IMS PDN Connectivity.....	794
TC-8.1.1.3: A UE with VoLTE Support Shall Meet IR 92 Compliance.....	796
TC-8.1.1.5: UE Shall Support the Adaptive Multi-Rate (AMR) Speech Codec.....	798
TC-8.1.1.6: The UE Shall Support DTMF Events.....	800
TC-8.1.1.7: VoLTE Capable UE Shall Support Globally Routable UA URI (GRUU).....	802
TC-8.1.1.8: TS 23.216 v10.2.0 (12/2011) Shall be Fully Supported (SRVCC).....	804
TC-8.1.1.9: The UE shall support IMS emergency sessions (VoLTE Control plane)	807
TC-8.1.1.10: UE shall support SRVCC for IMS emergency sessions (VoLTE Control plane)	810
TC-8.1.1.11: A UE with VoLTE Support Shall Meet IR 92 Compliance - MO VoLTE Call Release	814
TC-8.1.1.12: SMS While in VoLTE Call.....	816
TC-8.1.1.15: Inter-system mobility / E-UTRA voice to UTRA CS voice / Unsuccessful case / Retry on old cell / SRVCC.....	818
TC-8.1.1.16: MT Call Ignored/Rejected.....	821
TC-8.1.1.17: Cancelling/Ending MT call.....	823
TC-8.1.1.18: Ringing Timer Expired.....	825
TC-8.1.1.19: VoLTE: Call Waiting.....	827
TC-8.1.1.20: VoLTE: Call Hold.....	829
TC-8.1.1.21: VoLTE: Caller ID.....	832
TC-8.1.1.24: Inter-system Mobility. E-UTRA MO Voice to UTRA CS Voice. SRVCC. Codec Modification LTE AMR-WB to UMTS AMR-NB Mode 12.2 7.95 5.9 4.75.....	834
TC-8.1.1.25: IMS PRD Breadth #60443: Develop Test "The UE Shall Use From: Header to Identify the Calling Party if the P-Asserted-Identity (PAI) Header is not Present or if the PAI Header is Empty for MT calls".....	837
TC-8.1.1.26: The UE Shall Attempt the Emergency Call on the CS Domain when it is in Limited Service Mode in LTE.....	839
TC-8.1.1.27: UE with VoLTE Support Shall Support Additional Addressing Mechanism. We are Checking 7 Digits Phone Numbers in this Test.....	841
TC-8.1.1.29: The UE Shall be Able to Enable the Option to Register Emergency Services Through IMS and Voice Would be Done Through CSFB: If VoPS Flag is False while EMS is True then the UE Shall Attempt Circuit Switch Call First as per 3GPP 23.167	843
TC-8.1.1.30: A UE with VoLTE Support Shall Support IMPU Assignment.....	846
TC-8.1.1.31: The UE Shall not Initiate SIP Registration when the ISIM Service Table does not Indicate the Availability of the GBA Service.....	848
TC-8.1.1.32: Emergency Call on the CS Domain when the UE Does not Support VoLTE, i.e. for LTE Devices with CSFB.....	850
TC-8.1.1.35: The UE shall be able to enable the option to register all services (including VoLTE) through IMS except for E911 voice (E911 voice would be done through CSFB) while in LTE.....	852

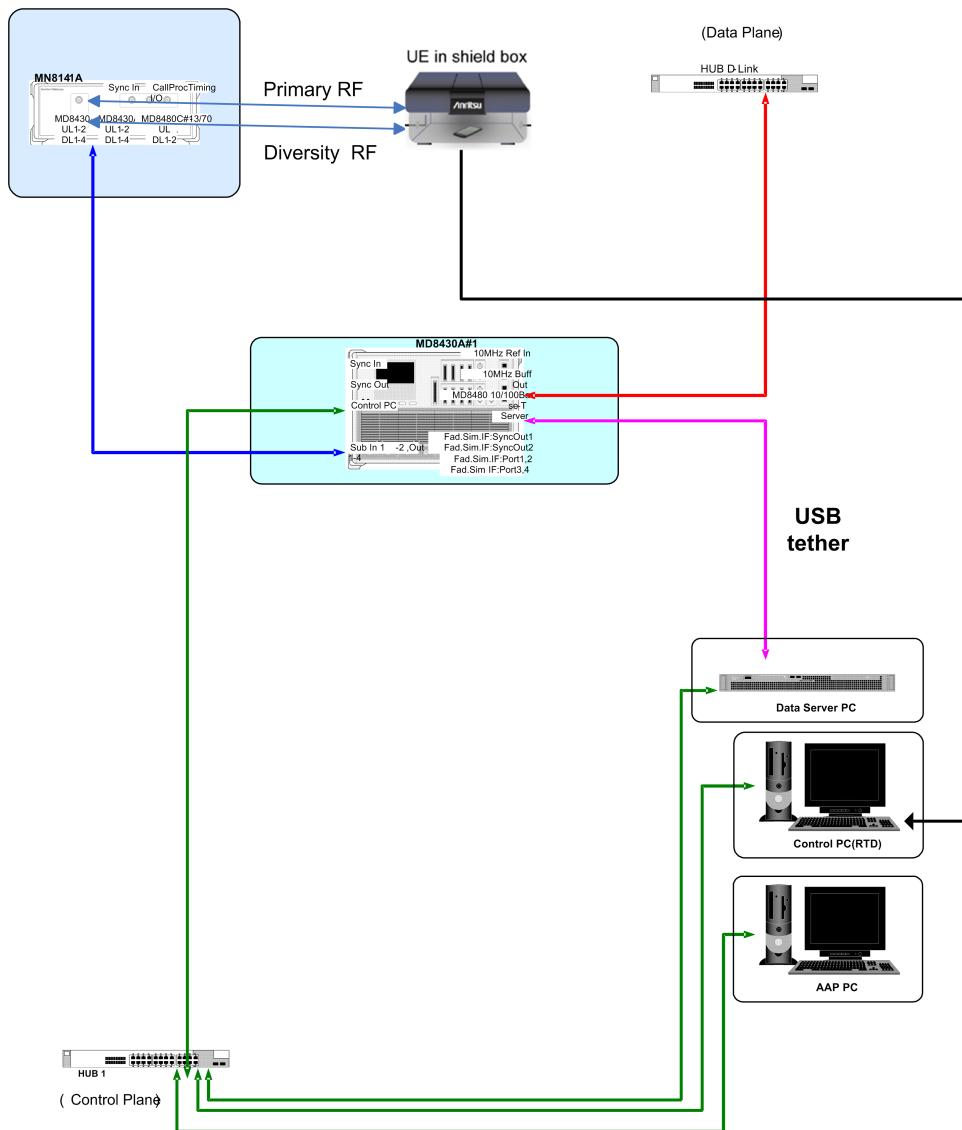
TC-8.1.1.37: The UE Shall Support 380 Redirect to Connect to an Alternate RAT During the Emergency Call Procedure	855
TC-8.1.1.38: Initiating an Emergency Call when IMS PS Voice Supported but no Support for Emergency Bearer	859
TC-8.1.1.39: The UE Shall Support P-Preferred-Service Header	861
TC-8.1.1.40: The UE Shall be Able to Enable the Option to Register all Services (including VoLTE) Through IMS Except for E911 Voice (E911 voice would be done through CSFB) while in LTE.....	863
TC-8.1.1.41: The UE Shall Use the P-Preferred-Identity in all SIP Requests	866
TC-8.1.1.42: SIP Registration Refresh on RAT changes.....	868
TC-8.1.1.45: The UE Shall be Able to Enable the Option to Register all Services Except Voice through IMS.....	871
TC-8.1.1.48: Upon a VoLTE Call Failure, the UE Shall Perform Retry on CS Domain on which the UE has Successfully Attached.....	873
TC-8.1.1.49: The UE Supports AMR-WB Codec Modes.....	875
TC-8.1.1.50: The UE Supports AMR Codec Modes.....	877
TC-8.1.1.51: Upon a VoLTE Emergency Call Failure, the UE Shall Perform Retry on CS Domain in which the UE has Successfully Attached.....	879
TC-8.1.1.53: The UE Shall Override Locally Generated Communication Progress when it Detects an In-band Information is Received from the Network as Early Media as Described in 3GPP TS 24.628.....	882
TC-8.1.1.54: The UE Shall Use the P-Asserted-Identity to Identify the Calling Party for MT Calls as Defined in RFC 3325	885
TC-8.1.1.55: Inter-system mobility / E-UTRA voice to GSM CS voice / SRVCC.....	888
TC-8.1.1.56: IMS PRD#60239: Mobile Originated Call - 480 Temporarily Unavailable Response Received	891
TC-8.1.1.57: Call Rejected due to Offered Media Format not Supported.....	893
TC-8.1.1.58: VoLTE Call Rejected due to Missing SDP	895
TC-8.1.1.59: Received SDP Answer without ptime Attribute.....	897
TC-8.1.1.60: Voice Mail Support.....	899
TC-8.1.1.61: Ringing Timer Stopped due to Call Cancelled.....	901
TC-8.1.1.62: Call Teardown - Network Initiated.....	903
TC-8.1.1.63: VoLTE: Call Rejected while Two Calls in Progress.....	905
TC-8.1.1.64: Mute / Un-Mute of Call Audio During VoLTE Call.....	908
TC-8.1.1.66: VoLTE: Conference Call Support	911
TC-8.1.1.67: The UE Shall Support DTMF Events During VoLTE Call and Intra LTE HO.....	914
TC-8.1.1.68: IMS PRD#60245: Switching Between VoLTE Calls - Received VoLTE Call while on Active Call.....	917
TC-8.1.1.69: MT - Originating Device is SIP Session Refresher, and Session Expires due to Originating Device.....	921
TC-8.1.1.70: MT - Terminating Device Assumes SIP Session Refresher Role.....	923
TC-8.1.1.71: MO Call Forwarding to Voice Mail – Received SIP 180 Ringing without SDP Answer.....	925
TC-8.1.1.73: VoLTE: RTP Inactivity Timer Expires while VoIP Call Active.....	927
TC-8.1.1.75: I Video Calls: Develop Test "Video Call Attempt, MT Device Accepts as VoIP Only".....	929
TC-8.1.1.76: Phase II Depth: DTMF during SRVCC to GSM.....	931
TC-8.1.1.78: Inter-system Mobility. E-UTRA PS Voice + PS to UTRA CS Voice + PS. SRVCC + PS.....	934
TC-8.1.1.80: Phase II Depth: Inter-system mobility / E-UTRA voice + PS data to GSM CS voice /SRVCC, PS data suspend on LTE.....	937
TC-8.1.1.81: PRD#62144: LTE (Band 4) to 2G (1900) with SRVCC without the PS Handover and without TMSI Reallocation.....	940

TC-8.1.1.82: PRD#62203: VoLTE Call to 3G (which is not available), Return to LTE Using Re-invite in IMS and Continue the Call with Data Transfer.....	943
TC-8.1.1.83: PRD#62203: VoLTE Call to 2G (which is not available), Return to LTE Using Re-invite in IMS and Continue the Call with Data Transfer.....	946
TC-8.1.1.85: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Establish a New Call and Swap Calls.....	949
TC-8.1.1.86: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Establish a New Call and Merge Calls.....	952
TC-8.1.1.87: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Dial USSD.....	955
TC-8.1.1.88: PRD#62144: After SRVCC (LTE to 2G) Call, Reject the New Incoming Call and Continue with SRVCC Call.....	958
TC-8.1.1.89: PRD#62144: After SRVCC (LTE to 2G), Place MO SMS which will not Affect the Voice Call.....	961
TC-8.1.1.90: PRD#62144: After SRVCC (LTE to 2G), Send MT SMS which will not Affect the Voice Call.....	964
TC-8.1.1.97: The IR.92 Capable UE Shall Support Forking: Second dialog is not answered, call proceeds on first dialog.....	967
TC-8.1.1.97_2: The IR.92 Capable UE Shall Support Forking: First dialog is not answered, Call proceeds on second dialog.....	970
TC-8.1.1.97_3: The IR.92 Capable UE Shall Support Forking: 7 forked dialogs. Call connected on seventh dialog. All other have no answer.....	973
TC-8.1.1.97_4: The IR.92 Capable UE Shall Support Forking: Neither of the two dialogs are answered, call times out.....	976
TC-8.1.1.126: The Codec Mode Set Config-WB-Code=0 {AMR-WB modeset=0, 1, 2/AMR-WB 12.65, AMR-WB 8.85 and AMR-WB 6.60} Shall be Supported - SCR Enabled Mode.....	978
TC-8.1.1.127: The Codec Mode Set Config-NB-Code=1 (12.2kbit/s, 7.4kbit/s, 5.9kbit/s and 4.75kbit/s) for AMR NB Shall be Supported - SCR Enabled Mode.....	981
Package 470: VoLTE Video IR.94.....	984
Package 470 Configuration.....	984
Package 470 Test Cases.....	986
TC-14.1.1.5: Dedicated Bearer (PRD#62219).....	986
TC-14.1.1.6: H.264 Video Codec (PRD#62220).....	988
TC-14.1.1.7: RTP and RTCP Support (PRD#62283).....	990
TC-14.1.1.8: INVITE for Video Call (PRD#62309).....	992
TC-14.1.1.9: Voice and Video Description (PRD#62323).....	994
TC-14.1.1.10: Duplex Channel in SDP (PRD#62324).....	996
TC-14.1.1.11: Initiate MO Video Call from Address Book. Verify audio and video sync during video call (PRD#62288).....	998
TC-14.1.1.13: Initiate MO Video Call from Address Book. Perform SRVCC to 3G Cell and downgrade to audio call (PRD- 62236).....	1000
TC-14.1.1.13_2: Initiate MO Video Call from Address Book. Perform SRVCC to 2G Cell and Downgrade to Audio Call (PRD- 62236).....	1003
TC-14.1.1.14: DUT Registration, Authentication with IMS and Subscription/Termination to/from regEvent.....	1006
TC-14.1.1.21: Verify DUT Transmits Audio and Video Payload Using User Datagram Protocol (UDP) (PRD#62289).....	1008
TC-14.1.1.23: Verify DUT Supports SIP URIs for Identities According to RFC 3261 (PRD#62240).....	1010
TC-14.1.1.24: Initiate MO Video Call from Address Book. Verify the Device Includes the Video Media Feature Tag in the Contact Header and Accept-Contact Header of the SIP INVITE Message for Establishing a Video Call to Indicate Device Video Capabilities (PRD#62311).....	1012

TC-14.1.1.25: Initiate MO Video Call from Address Book. Verify the Device Includes the ICSI Media Feature Tag in the Contact Header and Accept-Contact Header of the SIP INVITE Message for Establishing a Video Call to Indicate the Device Preferences when Setting up the Call (PRD#62313).....	1014
TC-14.1.1.26: The Device Must Support the Offer Response Model for SDP Negotiation for Video Call Setup as Described in RFC 3264 and RFC 6337 (PRD#62317).....	1016
TC-14.1.1.29: The Device Must Include the Video Media Feature Tags Irrespective of Video Media Being Present in SDP or Not (PRD#62312).....	1018
TC-14.1.1.30: The Device Must Include the ICSI and Video Media Feature Tags Even if the Message does not Contain any Video SDP Media Description in the Payload (PRD#62315).....	1021
TC-14.1.1.35: Device Must Publish the Service Availability Containing Tuple Element. Tuple Element Must Contain <status> (PRD 62261).....	1024
TC-14.1.1.37: DUT Registration, Publish with Presence Capabilities.....	1026
TC-14.1.1.38: DUT Registration, the Video Feature Tag in SUBSCRIBE.....	1028
TC-14.1.1.39: DUT Registration, Video Presence Notifications.....	1030
TC-14.1.1.40: DUT Registration, Process the Notifications and Update the Presence Status for the Contacts.....	1032
TC-14.1.1.45: The Presence Client Must Persistently Store the Video Calling Capability Indicator for Each Eligible Contact.....	1034
Package 471: VoLTE aSRVCC and eSRVCC	1037
Package 471 Configuration.....	1037
Package 471 Test Cases.....	1039
TC-8.1.1.91: PRD#62149: SRVCC to 3G, MO Call in Alerting Phase.....	1039
TC-8.1.1.92: PRD#62149: SRVCC to 3G, MT Call in Alerting Phase.....	1042
TC-8.1.1.93: PRD#62149: SRVCC to 2G, MO Call in Alerting Phase.....	1045
TC-8.1.1.94: PRD#62149: SRVCC to 2G, MT Call in Alerting Phase.....	1048
TC-8.1.1.95: PRD#62150: SRVCC to 3G, One Active Call + One Call on Hold.....	1051
TC-8.1.1.96: PRD#62150: SRVCC to 2G, One Active Call + One Call on Hold.....	1054
Troubleshooting.....	1057
Glossary.....	1059
Abbreviations.....	1059
Definitions.....	1065
Anritsu Global Addresses.....	1069

Test System Configuration

The figure below shows the standard hardware and software configuration for LTE Carrier Acceptance Testing.



Note: Certain package options also require an MD8480C signaling tester or MF6900A fading simulator. Full details of the specific requirements for each LTE test package are provided in section, [T-Mobile USA LTE Test Packages](#).

Line Color Code	Connection
Blue	Connects the Sub In 1-2, Out 1-4 of MD8430A#1 to the UL 1-2 and DL 1-4 of MN8141A.
Blue	Connects the MN8141A to the DUT in shield box. The two connections represent Primary RF and Diversity RF.
Green	Connects the following to the HUB 1 (Control Plane): <ul style="list-style-type: none"> • Data Server PC

TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel

Test Purpose

This test verifies the following DUT capabilities:

- Support of event A3 measurement
- Support of intra-frequency report CGI measurement
- Support of long DRX and MAC DRX command

Conformance Requirement

Refer to the following 3GPP technical specifications for behavior:

- 3GPP TS 36.214
- 3GPP TS 36.321 clause 5.7
- 3GPP TS 36.331

Test Configuration and Environment

Network Cell Configuration:

- Cell 1: LTE cell, Band 4, DL EARFCN = 2175
- Cell 2: LTE cell, Band 4, DL EARFCN = 2175
- Cell 3: LTE cell, Band 4, DL EARFCN = 2175
- Cell 4: LTE cell, Band 4, DL EARFCN = 2175

The USIM has default contents.

Initial Environment Conditions

The DUT is in automatic PLMN selection mode.

Cell	Power Level	Radio Access Technology
1	-85 dBm	E-UTRAN
2	OFF	E-UTRAN
3	OFF	E-UTRAN
4	OFF	E-UTRAN

Test Preamble

1. The SS prompts the user to power off the DUT, and configures LTE Cell 1 and LTE Cell 2.

Test Procedure

The test procedure is as follows:

Step 1:

1. The SS configures and activates LTE Cell 1.

Step 2:

1. The SS prompts the user to power on the DUT.
2. The SS waits for LTE Cell 1 RRC Connection Request from the DUT.
3. The SS handles the registration of the DUT for LTE Cell 1.

EXHIBIT B

SISVEL Discussions and negative feedback received from SISVEL as patent portfolio might not have been a fit for SISVEL.

Subject: R: Sisvel & Eglia Corp - LTE follow-up

Date: Thursday, July 28, 2016 at 3:34:57 AM Eastern Daylight Time
From: Davide Ferri
To: Edwin Hernandez, PhD, Sumi Helal

Dear Edwin, Dear Sumi,
would you be so kind in updating us about this project ?

Looking forward to hearing from you,
Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Davide Ferri
Inviato: venerdì 8 luglio 2016 12:56
A: 'Edwin Hernandez, PhD' <edwinhm@eglacorp.com>; Sumi Helal <sumi.helal@gmail.com>
Oggetto: Sisvel & Eglia Corp - LTE follow-up

Dear Edwin, Dear Sumi,
please find attached the NdA we would kindly ask you to evaluate and if possible execute to move forward in the discussion about the LTE pool we have been managing.

As mentioned over the phone, the evaluation is performed by an evaluator, which assesses the patent's relationship to the standard.

To start the process, you should:

- 1) Submit a patent for evaluation together with its file history;
- 2) Identify the patent claims to be examined
- 3) Identify and provide pdf files for the sections of the LTE standard to which it believes those claims apply; and
- 4) Provide a chart containing the comparison of sections /subsections of the LTE standard with the relevant elements of the claim(s) of the patent(s) to be evaluated.

Consequently, the evaluator will:

- 1) Review the technical requirements of the identified sections;
- 2) Analyse whether the technical requirements of the identified sections of the standards are included in the scope of the patent claims;
- 3) Develop legal/technical arguments regarding the coverage of the requirements of the standard by the claims of the patent;
- 4) Generate a Preliminary Relevancy Evaluation (PRE) regarding the relevance of the patent claims to the LTE standard;
- 5) Accept patent owner's comments/rebuttals to the PRE;
- 6) Upon finding of essentiality, generate a Final Relevancy Report for distribution to Sisvel and the patent owner.

A patent is evaluated as essential to the LTE standard if at least one claim of the patent is necessarily infringed by the use of the LTE standard.

The US evaluator is the following firms: Panitch Schwarze Belisario & Nadel and the cost of each US evaluations is USD 7,500.

I hope this information are useful and we look forward to hearing from you,

Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]
Inviato: giovedì 7 luglio 2016 22:42
A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>
Oggetto: Re: R: R: Eglia Corp & LTE

Hi Davide,

Could you please provide us with the 3rd party law firm to review our portfolio. You can find a list of the patents herein:

http://mobilityworkx.co/patent_portfolio/

Best Regards,

Edwin

On 7/6/16, 12:12 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

+39-3316132637

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]
Inviato: mercoledì 6 luglio 2016 18:07
A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>
Oggetto: Re: R: Eglia Corp & LTE

I am in the bridge also, I only hear a person speaking italiano.
My Skype is edwinhe

On 7/6/16, 12:04 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

Dear guys,
the bridge is on and I'm waiting for you,

Regards,
Davide

-----Messaggio originale-----

Da: Sumi Helal [<mailto:sumi.helal@gmail.com>]
Inviato: martedì 5 luglio 2016 19:19
A: Davide Ferri <davide.ferri@sisvel.com>; Edwin Hernandez, PhD <edwinhm@eglacorp.com>
Oggetto: Re: Eglia Corp & LTE

Edwin, Davide,

What time zone is this invitation tomorrow at 12:00pm?

Sumi Helal--

On 7/5/16 1:10 PM, Davide Ferri wrote:

--

Sumi Helal
www.cise.ufl.edu/~helal

Subject: RE: No patents in your pool
Date: Wednesday, July 6, 2016 at 3:54:04 AM Eastern Daylight Time
From: David Muus
To: Edwin Hernandez, PhD
CC: Davide Ferri
Attachments: image001.gif

Dear Edwin,

On our website you can find extensive information regarding the patents included in the Sisvel LTE Patent Pool. Please see the information available for download on <http://sisvel.com/lte-ltea/patents>.

I would be keen to understand your interest in the Sisvel LTE Patent Pool. Perhaps you could clarify your request so that we may assist you better.

I already understand that you also reached out to my colleague Davide Ferri, so I include him to this message.

Best regards,
David

David Muus
Program Manager
Sisvel UK Limited

T: +44 203 053 6930
F: +44 207 494 9037



SUCCESSFULLY FOSTERING
AND VALORIZING INNOVATION | SINCE
1982

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]
Sent: 05 July 2016 15:31
To: LTE <lte@sisvel.com>
Subject: No patents in your pool

How many patents are in your pool? Do you have a list?
Regards,

Edwin

Subject: RE: LTE Question
Date: Tuesday, July 5, 2016 at 10:58:05 AM Eastern Daylight Time
From: Tracy Edwards
To: 'Edwin Hernandez, PhD', PiD-QnA
Attachments: image001.png

Dear Mr. Hernandez,

Thank you very much for your email.

MPEG LA currently administers the following active programs: MPEG-2, MPEG-2 Systems, 1394, MPEG-4 Visual, ATSC, AVC (H.264), HEVC (H.265), MVC, VC-1 and DisplayPort. We are also in the process of forming a joint licensing program for MPEG-DASH. If you have any patents related to these programs, we would be happy to provide additional information regarding the submission and inclusion of such patents in our programs.

In terms of LTE, we understand Sisvel (www.sisvel.com) and Via Licensing (www.via-corp.com) offer patent pools in this area. You may wish to contact either of these entities directly for more information regarding their programs.

Thank you again for your interest. If we may be of additional assistance, please do not hesitate to contact us.

Best regards,

Tracy Edwards | Director, License Management
MPEG LA, LLC
4600 S. Ulster St., Suite 400
Denver, Colorado 80237 USA
TEL: 303-331-1880 Ext. 121 | FAX: 303-331-1879
tedwards@mpegla.com | www.mpegla.com

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]

Sent: Tuesday, July 5, 2016 8:21 AM

To: PiD-QnA <PiD-QnA@mpegla.com>

Subject: LTE Question

Hi

I would like to submit our portfolio to the patent pool and wonder what would be the process of doing so?

Best Regards,

--

Edwin A. Hernandez, PhD

**Chief Technology Officer - Founder
EGLA COMMUNICATIONS**

"Merging the worlds of cloud and Cable TV with MEDIAMPLIFY. Simplified video and music distribution "



[Twitter](#) | [Facebook](#) edwinhm@eglacorp.com
www.eglacomm.net | www.mediaplify.com |

Office: 561.869.4446 * Cell: 561.306.4996 | +504 95772665 * Fax: 954.919.1494
skype: edwinhe eglacomm

EXHIBIT C

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Date: Friday, October 5, 2018 at 11:46:06 PM Eastern Daylight Time

From: Edwin Hernandez

To: Cabrach Connor

CC: Dr. Sumi Helal, David Skeels, Rick Sanchez, Kevin Kudlac, Harald Braun, Bob Taylor

Thanks for all the calls, but we are running out of time. **PLEASE COMPLY WITH OUR REQUESTS**

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:44 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

How many times do I have to give you the instructions? Follow our requests, verbatim
Please send me an email, stop calling

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:37 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

We are on the line with Magee's team. Edwin, please answer your phone.

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:36 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks for the advice, please do so as requested, there is no time left! MAKE THOSE CHANGES, get it all signed
as instructed by us, TWICE

one in the REDACTED version and the one we can't see because it is AEO.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:33 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, I'm trying to arrange a call with Magee. May we call you?

If those paragraphs come out, the report will be struck and we may not be allowed to submit another one.

From: Edwin Hernandez <edwinhm@gmail.com>
Sent: Friday, October 5, 2018 10:31 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks, please one last time REMOE ALL items 138-186, and replace them with

a. Royalty Baseand DamagesCalculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:29 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

OK, we will revert to the original draft of para 93.

From: Edwin Hernandez <edwinhm@gmail.com>
Sent: Friday, October 5, 2018 10:22 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

Leave item 93 untouched as well, Just remove ITEM 138-186 and replace them with

a. Royalty Baseand DamagesCalculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

This is the 3d time I am copy pasting the same text

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:21 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

The DAMAGES Report One more time, REMOVE ALL PARAGRAPHS, References, etc from ITEM 138-186? Delete them, erase them,

That is what is being instructed, and we want the REDACTED version of that signed by Maggee, the version we can't see, MUST COMPLY with the same request, or REMOVE ALL items from 138-186 in their totality,

Thank you!

Edwin

On Fri, Oct 5, 2018 at 11:18 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Paragraph 93 is already changed per your instruction.

I suggest we ask Magee to add this paragraph to the end of his report and keep all of 138-186. Can we do that? If the new information changes Magee's opinions, he can prepare and serve a supplemental or amended report. But a report without these sections is incomplete and will not survive a Daubert challenge.

Can we do that, Edwin?

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:16 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <Dskeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

If you don't want to change item 93, leave it alone then, but

All items 138-186 should be REMOVED and will be replaced with

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seem to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Thank you, please do so as requested! Thanks again!!!

Sorry, please email me any further questions!!!

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:04 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, Sumi:

If I'm understanding you correctly, you want to remove paragraphs 138-186 from Magee's report. These are his analysis on GP factors 13-15, his reasonably royalty analysis, royalty stacking analysis, royalty base and damages. This is the heart and conclusions of his report. If we take these out, he has no damages opinion and no basis for his ultimate opinion on the amount of damages the jury should award. Please call me.

From: Sumi Helal <sumi.helal@gmail.com>
Sent: Friday, October 5, 2018 10:01 PM
To: Edwin Hernandez <edwinhm@gmail.com>; Cabrach Connor <Cab@connorkudlaclee.com>
Cc: David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Robert Taylor <Robert.Taylor@RPTSTRATEGIES.COM>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

... Copying our advisors: Bob and Harald into this email. These are our edits and comments on the Damage report.
Sumi--

On 10/6/18 3:42 AM, Edwin Hernandez wrote:

First Damages -- Please Follow these INSTRUCTIONS as presented herein:

Instructions:

- Remove items (ALL OF THEM) From 138-onwards from original DRAFT - REDACTED and NON-REDACTED (See Attached for more details)
- As shown in the new report, 138 is replaced by a paragraph describing what happened
- Item 93 adds a line about my testimony, regarding the 0.07% royalty-base on gross revenues that was not mentioned. (See Attached for more details)

We will need a signature on Maggee on the REDACTED version as well.

The REDACTED version MUST Be posted in the same FOLDER that will be shared with ALSTON and BIRD. Preferably SFTP share will be needed or SHAREFILE.

Here it should read 93 in the REDACTED and NON-REDACTED VERSION:

93. However, they indicate EGLA or Mobility's intention. Dr. Hernandez considered that his patents were not going to be licensed at FRAND rates,^[1]and should be licensed at a higher than FRAND rates. ^[2]Dr. Hernandez testified that a 0.07% royalties on gross revenues was to be used in case of a negotiation

Here it should read 138-140 in the REDACTED and NON-REDACTED VERSION

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

--

Sumi Helal

352-214-0736

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

Edwin A. Hernandez, PhD
VP of Engineering
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"Imagination is more important than knowledge"
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--

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"Imagination is more important than knowledge"
-A. Einstein-

--

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VP of Engineering
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<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

EXHIBIT D

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written



Edwin Hernandez <edwinhm@gmail.com>

INFRINGEMENT REPORT INSTRUCTIONS

3 messages

Edwin Hernandez <edwinhm@gmail.com>

Fri, Oct 5, 2018 at 10:46 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>, David Skeels <DSkeels@whitakerchalk.com>, Rick Sanchez <RSanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>

Same instruction as in the damages report REDACTED and NON REDACTED Reports **must be signed by Blackburn**, and send copies to us and uploaded together for ALSTON and BIRD at a folder or an SFTP site.

This report needs to add the following text in item 157-159 must be replaced for the following Text:

157. Shortly before I finalized this report, I was alerted to documents describing UE testing performed by Anritsu for T-Mobile. In particular, the document titled, “MX786201A-460 T-Mobile LTE Test Package Reference Manual” (TEST-DOC1) describes tests performed to ensure that UEs deployed on the T-Mobile USA LTE network comply with certain technical standards and are capable of performing handover as I have described here in my report as meeting all limitations of the asserted claims. The document describes a System Simulator called SS developed by Anritsu, which was built for T-Mobile Specifications. It shows tests used for carrier acceptance testing for T-Mobile LTE network (over 1000 pages of tests) and test plans that follow T-Mobile test requirements, including configuration of UE, and simulation environment for Handover, Cell Selection, IRAT, Circuit Switched and Packet Switched among other scenarios.

158. The Anritsu testing document, in addition to another supporting document bearing the same title (“MX786201A-460 T-Mobile LTE Test Package”), but containing a presentation (TEST-DOC2) confirm that T-Mobile employs functionality consistent with Mobility Workx’s infringement contentions in this case and contrary to T-Mobile’s

non-infringement assertions. In particular, the documents show the use of the following elements in the T-Mobile network:

- The use of Self-Organizing Networks (SON Networks), Package 463 for the SS (TEST-DOC1), and Slide 14 of the PPT (TEST-DOC2)
- The use of Automatic Neighbor Relation (ANR) and multiple testing for cell-reselection – in relation to advertisement (Pages 39 – 159) messages, PCI, EGCI and RRC Connection Reconfiguration message as presented in the invalidity contentions that was submitted to this court (TEST-DOC1)
- Additional test cases for Handover and specially Circuit Switched Fall Back and neighbor cells in RRC_IDLE and RRC_CONNECTED modes which are important to prove infringement
- The TimeToTrigger and mobility rate or speed (high-, med-, low-mobility) is also shown in a NOKIA tutorial titled “Mobility Management
- LTE Radio Parameters RL20” on Pg 16 for example, and an Ericsson’s manual titled “LTE L13 Radio Network Functionality” Page 113 (Speed Dependent Scaling of Cell Re-Selection) and Pg 339. LTE specification calls it “Scaling” factor. T-Mobile continues to assert that it does no speed-dependent scaling, and these documents appear to contradict that claim.

159 . I understand Mobility Workx has requested additional information from T-Mobile about all testing and performance requirements. Once obtained and sent to me, I plan to amend this report in light of the revealed information from all the testing documents.

 **Blackburn Opening Report (Infringement) DRAFT v8 redacted-2.docx**
2535K

Cabrach Connor <Cab@connorkudlaclee.com>

Fri, Oct 5, 2018 at 10:53 PM

To: Edwin Hernandez <edwinhm@gmail.com>

Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>, David Skeels <dskeels@whitakerchalk.com>, Rick Sanchez <rsanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>

Edwin, can you call me to walk me through these changes so I can implement?

Cabrach J. Connor
Connor Kudlac Lee PLLC

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 9:46:33 PM

To: Cabrach Connor

Cc: Dr. Sumi Helal; David Skeels; Rick Sanchez; Kevin Kudlac

Subject: INFRINGEMENT REPORT INSTRUCTIONS

[Quoted text hidden]

Sumi Helal <sumi.helal@gmail.com>

Fri, Oct 5, 2018 at 11:01 PM

To: Edwin Hernandez <edwinhm@gmail.com>, Cabrach Connor <Cab@connorkudlaclee.com>

Cc: David Skeels <DSkeels@whitakerchalk.com>, Rick Sanchez <RSanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>, Harald Braun <haraldjbraun11@gmail.com>, Robert Taylor <Robert.Taylor@rptstrategies.com>

... Copying our advisors: Bob and Harald into this email. These are our edits and comments on the infringement report.

Sumi--

[Quoted text hidden]

--

Sumi Helal
352-214-0736

 **Blackburn Opening Report (Infringement) DRAFT v8 redacted-2.docx**
2535K

EXHIBIT E

Damages Report first receipt at 8:18PM EST



Edwin Hernandez <edwinhm@gmail.com>

DRAFT Magee Exp Rpt 10-5-18 REDACTED

2 messages

Cabrach Connor <Cab@connorkudlaclee.com>
To: Sumi Helal <sumi.helal@gmail.com>, Edwin Hernandez <edwinhm@gmail.com>

Fri, Oct 5, 2018 at 8:18 PM

Here's the redacted damages report. XXX replaces TMO confidential financial information.

DRAFT Magee Exp Rpt 10-5-18 REDACTED.docx
1968K

Edwin Hernandez <edwinhm@gmail.com>
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>

Fri, Oct 5, 2018 at 9:34 PM

We are checking this also,
Edwin

[Quoted text hidden]

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

EXHIBIT F

Infringement Report first receipt at 8:00PM EST

Subject: Blackburn Opening Report (Infringement) DRAFT v7 redacted
Date: Friday, October 5, 2018 at 8:00:48 PM Eastern Daylight Time
From: Cabrach Connor
To: Edwin Hernandez
CC: David Skeels, 'Rick Sanchez', Kevin Kudlac
Attachments: Blackburn Opening Report (Infringement) DRAFT v7 redacted.docx

Edwin, here's Blackburn's report current draft. I redacted sensitive AEO information.

The testing section is near the end at para 157.

We'll take whatever you add (please in redline) and paste into final.

EXHIBIT G

Nokia's NDA with Mobility Workx

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is made by and between

(1) **Nokia of America Corporation**, a company organised under the laws of the Delaware having an office at 600 Mountain Ave., Murray Hill, NJ 07974 (hereinafter "Nokia"), and

(2) **Mobility Worx, LLC**, a corporation validly organised and existing under the laws of the State of Florida and having an office at 215 Circle Drive, Texas 79567 (hereinafter "Company").

(Each of Nokia and Company are hereinafter referred to individually as "**Party**" and collectively as "**Parties**".)

WHEREAS

(A) The Parties may engage in discussions for the purpose of evaluating the feasibility of entering into a patent license agreement (hereinafter "**Purpose**");

(B) In such discussions each Party may disclose to the other Party certain non-public commercial or technical information and data, in oral, written, electronic, visual or other form, including without limitation license offers, patent claim charts, draft agreements, emails and reports ("**Confidential Information**"); and

(C) Each Party is willing to undertake to restrict the use and further disclosure of such Confidential Information in accordance with the terms of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED:

1. Each Party that receives Confidential Information (the "**Receiving Party**") from the other party (the "**Disclosing Party**") shall keep such Confidential Information strictly confidential and shall not disclose it to any third party without the prior written permission of the Disclosing Party. The Parties agree that the terms and conditions of this Agreement shall be deemed "Confidential Information" and, for clarity, Confidential Information does not need to be marked, identified, or confirmed as confidential.

2. The Receiving Party shall not use Confidential Information disclosed by the Disclosing Party for any purpose other than the Purpose without the prior written permission of the Disclosing Party. The discussions and conduct that take place with respect to the subject matter of this Agreement and the disclosure of Confidential Information under this Agreement may be deemed to be offers of compromise within the scope of Rule 408 of the US Federal Rules of Evidence for US legal purposes (and corresponding rules in other applicable jurisdictions), and may not be used by or admissible at the request of the

Receiving Party for any purpose in any subsequent legal proceedings whether in the United States or elsewhere.

3. Each Party agrees (both as the Disclosing Party and as the Receiving Party) that (a) the other may disclose Confidential Information received from the Disclosing Party to any of its Affiliates and/or Agents, and/or group corporate officers and/or employees, but only to the extent that such Affiliate, Agent, officer or employee has a need to know for the Purpose; and (b) disclosure by or to such Affiliate, Agent, officer or employee of the other Party shall be deemed to be a disclosure by or to that Party, as applicable; and (c) each Party shall be responsible for the observance and proper performance by all such Affiliates, Agents, officers and employees of the terms and conditions of this Agreement.

For the purpose of this Agreement, (i) an "**Affiliate**" of a Party means any company or other entity that controls, is controlled by, or is under common control with such Party, it being agreed that control, in this context, exists where one company or entity owns directly or indirectly more than fifty per cent (50%) of the voting stock in another entity, or regardless of stock or equity ownership, is otherwise able to direct its affairs or to appoint a majority of the members of the board of directors or an equivalent body able to determine the course of action of the company or entity by virtue of its voting or other rights; and (ii) an "**Agent**" of a Party means any third-party service provider, consultancy or properly constituted law firm of professionally qualified solicitors, lawyers, patent agents or patent attorneys engaged by that Party to provide professional legal services to that Party in carrying out the Purpose, and which service provider, consultancy or firm is (and whose employees, members and other personnel are) bound to that Party by obligations of confidentiality no less stringent than those set out in this Agreement.

4. The Receiving Party shall in no event use a lesser degree of care in safeguarding Confidential Information received from the Disclosing Party than it uses for its own information of similar sensitivity and importance, and upon discovery of any unauthorised disclosure of Confidential Information the Receiving Party shall use its best endeavours to prevent any further disclosure or unauthorised use thereof.

5. The foregoing obligations shall not apply to any Confidential Information which: (a) is now or subsequently becomes generally available to the public through no fault or breach by the Receiving Party; or (b) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure to the Receiving Party by the Disclosing Party; or (c) is disclosed to the Receiving Party by a third party who has the right to disclose such information; or (d) is independently developed by the Receiving Party without the use of any Confidential

Information; or (e) is required to be disclosed by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall (i) promptly notify the Disclosing Party of such order or obligation, (ii) allow the Disclosing Party to intervene to contest or minimize the scope of such disclosure; and (iii) in any case minimize the scope of such disclosure.

For the purpose of the foregoing exceptions, confidential disclosures regarding detailed patent analysis shall not be deemed to be within the foregoing exceptions merely because they are included in general disclosures which are within the exceptions.

6. This Agreement shall govern the communications between the Parties from the latest date of signature of this Agreement until two (2) years have passed from such date.

7. The obligations in Sections 2, 3 and 4 of this Agreement shall survive the termination of this Agreement and shall remain in full force: (a) in perpetuity, in respect of Confidential Information that has been marked or otherwise identified as trade secret by the Disclosing Party; and (b) for a period of ten (10) years from the date of disclosure of Confidential Information that has not been marked or otherwise identified as trade secret by the Disclosing Party.

8. Neither this Agreement nor disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter into any license or contract. No license to a Party, under any patent or any other intellectual property right, is either granted or implied by this Agreement or by conveying Confidential Information to such Party.

9. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed pursuant to this Agreement and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York excluding its rules for choice of law.

11. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration. The arbitrator(s) are to be appointed and the arbitration is to be conducted pursuant to the rules of International Chamber of Commerce. The arbitration proceedings shall be conducted in English. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction.

The arbitration shall be held in New York, New York.

Each Party shall be entitled to seek necessary and appropriate injunctive relief or any other temporary measures from the courts of competent jurisdiction to enjoin the other Party from taking certain actions which may infringe on the rights of the Party bringing such claim, provided that any proceedings and decisions as to the merits of the dispute, including permanent injunctions, are exclusively governed and resolved by arbitration in accordance with the first paragraph of this Article 11.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date set forth below.

On behalf of

Nokia of America Corporation

Name: *PS*
RONALD ANTHONY
Title: VICE PRESIDENT

Date: AUGUST 3, 2018

Place: PLANO, TEXAS

Name: *Margaret G. Golos*
MARGARET G. GOLOS
Title: SECRETARY
Date: AUGUST 2, 2018
Place: MURRAY HILL, NJ

On behalf of

Mobility Workx, LLC

Name: Abdelsalam A. Helal

Title: Managing Principle

Date: August 2, 2018

Place: Winter, Texas

Name: Edwin A. Hernandez-Mondragon

Title: Managing Principle

Date: August 2, 2018

Place: Coral Springs, Florida

EXHIBIT H

Letter from Apple Inc to Mobility Workx



October 19, 2018

Via FedEx and Email (dskeels@whitakerchalk.com)

David A. Skeels
Whitaker Chalk Swindle & Schwartz PLLC
301 Commerce Street, Suite 3500
Fort Worth, Texas 76102

Re: Breach of License Agreement

Dear David,

It has come to Apple's attention that Mobility Workx, LLC is accusing Apple devices of infringing U.S. Patent Nos. 7,697,508 and/or 8,213,417 in the lawsuit captioned *Mobility Workx, LLC v. T-Mobile US, Inc. et al.*, No. 4:17-cv-567 (E.D. Tex.) (the "T-Mobile Litigation"). Apple further understands that Mobility Workx is including revenue derived from subscribers using Apple devices in Mobility Workx's damages calculations in the T-Mobile Litigation.

These allegations by Mobility Workx constitute a breach of the September 23, 2016 license agreement between Mobility Workx, Edwin A. Hernandez-Mondragon, and Abdelsalam A. Helal on the one hand, and Apple Inc. on the other hand (the "Agreement"). Specifically, Mobility Workx is violating at least §§ 2.1, 2.2, and 2.3 of the Agreement.

Accordingly, Apple demands that Mobility Workx immediately withdraw all allegations against Apple products in any litigation—including but not limited to the T-Mobile Litigation. Thus, no later than Friday, November 2, 2018, please confirm in writing that Mobility Workx has withdrawn all allegations of infringement related to Apple products and has taken all necessary steps to do so. If you have any questions, please call me at (408) 862-1377.

Sincerely,

A blue ink signature of Jeffrey V. Lasker.

Jeffrey V. Lasker

Senior Counsel, IP Transactions

Cc: Dominion Harbor Group, LLC - Via Email (notice@dominionharbor.com)

Apple
One Apple Park Way
MS 169-31PL
Cupertino, CA 95014
T 408 862-1377
E jlasker@apple.com
www.apple.com

EXHIBIT I

Case between Taurus IP vs Chrysler with David Pridham and Michael Newton representing
Taurus IP

Full case document

https://drive.google.com/file/d/1EOBuegTcoqa_BcBWmLZUGfhUfG1zcKHs/view?usp=sharing

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

TAURUS IP, LLC,¹

Plaintiff,

OPINION and ORDER

07-cv-158-bbc

v.

DAIMLERCHRYSLER CORPORATION,
DAIMLERCHRYSLER COMPANY, LLC,
MERCEDES-BENZ USA, INC.,
CHRYSLER, LLC,
CHRYSLER HOLDING, LLC and
CHRYSLER FINANCIAL, LLC,

Defendants.

MERCEDES-BENZ USA, INC and
DAIMLERCHRYSLER COMPANY, LLC,

Third Party Plaintiffs,

v.

TAURUS IP, LLC, ORION IP, LLC,
PLUTUS IP WISCONSIN, LLC, and

¹In an order dated February 29, 2008, I amended the caption for the purpose of trial, removing Taurus and other former parties from the caption to avoid confusing the jury. For these post-trial motions, I have amended the caption to return it to its state at the time of summary judgment.

ERICH SPANGENBERG,
Third Party Defendants.

This civil action for patent infringement was filed on March 20, 2007. On February 25, 2008, I granted defendants' motion for summary judgment on plaintiff's infringement claims filed by the Chrysler and Mercedes-Benz defendants after I found that defendants' products did not infringe plaintiff's United States Patent No. 6,141,658 (the '658 patent) and that certain claims of the '658 patent were invalid as anticipated. At the same time, I denied in part plaintiff's and third party defendants' motion for summary judgment on defendants' breach of warranty claim. Defendants proceeded to trial on their claim that, in transferring the '658 patent before third party defendants Orion IP, LLC entered into a settlement of patent litigation in Texas, Orion IP, LLC and Erich Spangenberg breached the representation and warranty clause contained in the settlement agreement with defendants. The jury returned a verdict against Orion IP, LLC, finding that it had breached the settlement's representation and warranty clause. The amount of damages and defendants' contention that Orion's corporate veil should be pierced to reach Erich Spangenberg were left for post-trial briefing.

While those issues were being briefed, the parties raised several other matters. Defendants moved for a permanent injunction; an award of attorney fees against Orion IP,

LLC both as damages and as fees allowable to “prevailing parties” in Texas breach of contract suits; an award of attorney fees against Taurus IP, LLC under 35 U.S.C. § 285; and additional sanctions against Taurus, IP, LLC, Orion IP, LLC and Spangenberg. Taurus moved for relief from the summary judgment ruling of invalidity, arguing that it had discovered “new evidence.” Spangenberg and Orion IP, LLC moved for reconsideration of the ruling that Spangenberg had engaged in sanctionable behavior, moved for leave to conduct additional discovery and moved to compel disclosure of privileged information offered as in camera evidence during the hearing on sanctions.

The post-trial disputes will be resolved as follows. (1) Defendants’ motion for permanent injunction will be denied because the injunction they request is overly broad and unnecessary; (2) the corporate veil will not be pierced to make Spangenberg personally liable for a judgment to be entered against Orion IP, LLC because there is insufficient evidence that Orion IP, LLC is likely to evade a judgment entered against it; however, Spangenberg and Orion IP, LLC will be enjoined from dissipating the assets of Orion IP, LLC; (3) defendants’ motion for attorney fees from Taurus IP, LLC under 35 U.S.C. § 285 will be granted and Taurus IP, LLC will be jointly and severally liable with Orion IP, LLC for \$1,644,906.12; (4) defendants’ motion for an award of additional attorney fees against Orion IP, LLC for its breach of warranty will be granted in the amount of \$2,194,510.25;(5) defendants’ motion for additional sanctions against Taurus IP, LLC, Orion IP, LLC and

Spangenberg for their behavior at trial will be denied because the behavior to which defendants object does not warrant additional sanctions; (6) Taurus's motion for relief from the summary judgment ruling of invalidity will be denied because Taurus could have discovered the allegedly new evidence sooner had it been more diligent; (7) Orion IP, LLC's and Spangenberg's motion for reconsideration of the ruling that Spangenberg engaged in sanctionable behavior will be denied because I find clear and convincing evidence that Spangenberg was responsible for Anderson's attempt to improperly influence a witness and this behavior warrants the sanctions imposed against the company for which he was acting; (8) Orion IP, LLC's and Spangenberg's motion for leave to conduct additional discovery will be denied because Orion IP, LLC and Spangenberg have failed to demonstrate "good cause" for their failure to resolve their discovery disputes within the scheduling deadlines; (9) Orion IP, LLC's and Spangenberg's motion to compel disclosure of unredacted versions of the privileged letter sent by Anderson and the in camera testimony of Anderson will be denied because defendants have offered to release a redacted version of the transcript (dkt. #543) that contains all the information I relied upon to determine that Spangenberg's behavior was sanctionable.

In this case, Taurus's only objection to the actual amount requested by defendants is defendants' apportionment of those fees before and after this court's claim construction order. I have concluded that defendants are entitled to fees for the entire case; this moots Taurus's only objection to the amounts requested. Because Taurus makes no other objections to the amount of fees and expenses requested, and because defendants have submitted proper documentation of their expenses, billing rates and hours expended, defendants will be awarded the full amount requested, \$1,644,906.12.

C. Motion for Sanctions Against Orion and Spangenberg

Finally, defendants request sanctions against Taurus, Orion and Spangenberg for the trial costs and expenses incurred by defendants for their "litigation misconduct." Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness.

I have already ordered sanctions against Orion and Spangenberg for Spangenberg's role in Anderson's witness tampering. Nothing about defendants' contentions persuades me that I should add further sanctions for that behavior or that the other behavior was

EXHIBIT J

Dominion Harbor - Executives website

Source: <http://dominionharbor.com>



Select Page



ABOUT US

As the world's premiere IP transaction and advisory firm, with close to \$1 billion in revenues generated for clients, DHE can offer:

- Unmatched transaction expertise.
- A full spectrum of IP transaction and advisory services.
- Broad industry relationships and unrivaled access to highly-targeted and credentialed licensees .
- A proprietary AI analytic engine that arms clients with actionable IP market and deal intelligence.
- An IP Dream Team of the world's leading IP strategists with singular depth and breadth of experience.
- Access to hundreds of millions of dollars in patent acquisition and investment capital.



BY THE NUMBERS



David Pridham

Chairman and Chief Executive Officer

dp@dominionharbor.com

[View LinkedIn Profile](#)

[Read Bio](#)



Matt DelGiorno

President

matt@dominionharbor.com

[View LinkedIn Profile](#)

[Read Bio](#)





Brad Sheafe

Chief Intellectual Property Officer

brad@dominionharbor.com

[Read Bio](#)



Patrick Anderson

Chief Technology Officer

patrick@dominionharbor.com

[View LinkedIn Profile](#)

[Read Bio](#)



EXHIBIT K

SEC 10-k filing MARATHON IP with Dominion Harbor and Rick Sanchez

Full Report: https://drive.google.com/open?id=1oKIWGNhKou_YoH3hEf0L2gv-SXZ4-33U

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-K

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

or

- TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-36555

MARATHON PATENT GROUP, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of Incorporation or organization)

01-0949984

(I.R.S. Employer Identification No.)

11100 Santa Monica Blvd. Ste. 380, Los Angeles, CA

(Address of principal executive offices)

90025

(Zip Code)

Registrant's telephone number, including area code **(703) 232-1701**

Securities registered under Section 12(b) of the Exchange Act:

Common Stock \$0.0001 par value per share
(Title of class)

The NASDAQ Stock Market LLC
(Name of each exchange on which registered)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Indicate by check mark whether the registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the

On November 4, 2015, the Company issued 300,000 shares of the Company's Common Stock to Dominion Harbor Group LLC ("Dominion") Case 4:17-cv-00872-ALM Document 110-4 Filed 07/20/19 Page 74 of 271 PageID #: 5135 pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering.

On December 9, 2015, the Company entered into an agreement with Melechdavid, Inc. ("Melechdavid"), pursuant to which the Company agreed to issue 100,000 shares of the Company's Common Stock. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.61 per share or \$161,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering.

Recent Repurchases of Securities

None.

ITEM 6. SELECTED FINANCIAL DATA

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 (the "Exchange Act") and are not required to provide the information under this item.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business of the Company

We acquire patents and patent rights from owners or other ventures and seek to monetize the value of the patents through litigation and licensing strategies, alone or with others. Part of our acquisition strategy is to acquire or invest in patents and patent rights that cover a wide-range of subject matter which allows us to seek the benefits of a diversified portfolio of assets in differing industries and countries. Generally, the patents and patent rights that we seek to acquire have large identifiable targets who are or have been using technology that we believe infringes upon patents and patent rights. We generally monetize our portfolio of patents and patent rights by entering into license discussions, and if that is unsuccessful, initiating enforcement activities against any infringing parties with the objective of entering into comprehensive settlement and license agreements that may include the granting of non-exclusive retroactive and future rights to use the patented technology, a covenant not to sue, a release of the party from certain claims, the dismissal of any pending litigation and such other terms as we deem appropriate. Our strategy has been developed with the expectation that it will result in a long-term, diversified revenue stream for the Company. As of December 31, 2015, we owned 327 U.S. and foreign patents and patent rights and 12 patent applications.

Recent Developments

On November 15, 2015, the Company and its wholly-owned subsidiary IP Liquidity Ventures LLC ("IP Liquidity") entered into a Memorandum of Understanding ("MOU") with Bridgestone Americas, Inc. ("Bridgestone") and IPNav pursuant to which Bridgestone acknowledged that IP Liquidity was entitled to certain fees under an Advisory Services Agreement dated December 3, 2012. In addition, (i) the parties further agreed to terminate the agreement and (ii) terminate the German Patent Purchase Agreement ("BATO PPA") entered into between Bridgestone and the Company on April 23, 2015, as amended.

In connection with the termination of the agreement and the BATO PPA, as of November 15, 2015, the Company removed notes payable in the amount of \$10,000,000 and \$9,068,504, net of accumulated amortization, in patent assets from the Company's books and records, and in connection with the termination of the agreement, the Company removed \$1,694,411, net of accumulated amortization, in patents assets from the Company's books and records.

base salary as determined by the Compensation Committee of the Company. As further consideration for Mr. Gelbtuch's services, the Company agreed to issue Mr. Gelbtuch ten-year stock options outside of the Company's 2014 Equity Incentive Plan to purchase an aggregate of 290,000 shares of common stock, with an exercise price of \$5.62 per share, which was the closing price on the day the Board of Directors approved such grant. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Gelbtuch Employment Agreement, provided Mr. Gelbtuch is still employed by the Company on each such date. On January 20, 2015, Mr. Gelbtuch and the Company mutually agreed that Mr. Gelbtuch would cease to serve, effective immediately, as the Company's Chief Marketing Officer.

[Table of Contents](#)

On October 31, 2014, we entered into a two-year executive employment agreement with Umesh Jani ("Jani Employment Agreement") pursuant to which Mr. Jani shall serve as the Company's Chief Technology Officer and SVP Licensing. Pursuant to the terms of the Jani Employment Agreement, Mr. Jani shall receive a base salary at an annual rate of \$225,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Jani's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 100,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Jani Employment Agreement, provided Mr. Jani is still employed by the Company on each such date.

On November 3, 2014, we entered into a two-year executive employment agreement ("Sanchez Employment Agreement") with Rick Sanchez, effective October 31, 2014, pursuant to which Mr. Sanchez shall serve as the Company's Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.

On April 7, 2015 (the "Chernicoff Effective Date"), the Company entered into a consulting agreement (the "Consulting Agreement") with Richard Chernicoff, a member of the Company's Board of Directors, pursuant to which Mr. Chernicoff shall provide certain services to the Company, including serving as the interim General Counsel and interim General Manager of commercial product commercialization development. Pursuant to the terms of the Consulting Agreement, Mr. Chernicoff shall receive a monthly retainer of \$27,000 and a ten (10) year stock option to purchase 280,000 shares of the Company's common stock (the "Award") pursuant to the Company's 2014 Equity Incentive Plan. The stock options shall have an exercise price of \$6.76 per share, the closing price of the Company's common stock on the date immediately prior to the Board of Directors approval of such stock options and the options shall vest as follows: 25% of the Award shall vest on the twelve month anniversary of the Effective Date and thereafter 2.083% on the 21st day of each succeeding calendar month for the following twelve months, provided Mr. Chernicoff continues to provide services (in addition to as a member of the Company's Board of Directors) at the time of vesting. The Award shall be subject in all respects to the terms of the 2014 Plan Equity Incentive Plan. Notwithstanding anything herein to the contrary, the remainder of the Award shall be subject to the following as an additional condition of vesting: (A) options to purchase 70,000 shares of the Company's common stock under the Award shall not vest at all unless the price of the Company's common stock while Mr. Chernicoff continues as an officer and/or director reaches \$8.99 and (B) options to purchase 70,000 shares of the Company's common stock under the Award shall not vest at all unless the price of the Company's common stock while Mr. Chernicoff continues as an officer and/or director reaches \$10.14.

Directors' Compensation

The following summary compensation table sets forth information concerning compensation for services rendered in all capacities during 2015 and 2014 awarded to, earned by or paid to our directors. The value attributable to any warrant awards reflects the grant date fair values of stock awards calculated in accordance with FASB Accounting Standards Codification Topic 718. As described further in Note 6 — Stockholders' Equity (Deficit) — Common Stock Warrants to our consolidated year-end financial statements, a discussion of the assumptions made in the valuation of these warrant awards.

EXHIBIT L

Edwin' Hernandez, PhD 30b6 Deposition Testimony

Full Deposition Transcript:

<https://drive.google.com/file/d/12cDuokGX1IPME3pBgsxpobgYIOzP9cwt/view?usp=sharing>

In the Matter Of:
Mobility Workx v.
T-Mobile

Edwin Hernandez, Ph.D. - 30(b)(6)
September 26, 2018

HIGHLY CONFIDENTIAL AND ATTORNEYS' EYES ONLY



1 privileged information. 2 A. Let's see. You know what, I don't think we 3 ever even discussed anything about T-Mobile. 4 Q. (By Mr. Lee) When did you first engage the 5 Whitaker Chalk law firm? 6 A. 2017. 7 Q. When in 2017? 8 A. I don't recall the exact date, but it has to be 9 before the lawsuit, a few months or whatever, quarter. 10 It was some time. 11 Q. So is it a fair characterization that you first 12 engaged with Whitaker Chalk law firm a few months before 13 the filing of this case? Is that correct? 14 A. I didn't even contact them. 15 Q. Okay. Was it in -- well, as far as the date on 16 which you engaged with Whitaker Chalk, was it in the 17 summer? 18 MR. SKEELS: Objection, form. 19 Q. (By Mr. Lee) Of 2017? 20 A. It's kind of hard to -- to know exactly because 21 there were other people working, advising and finding 22 attorneys. 23 Q. And you said it wasn't you who contacted 24 Whitaker Chalk. Who did? 25 A. Dominion Harbor.	Page 121 1 A. Let's say it's hard to know if I wanted to ever 2 sue anybody after what happened with Motorola in my 3 employment lawsuit. That was the last thing I wanted to 4 happen, this type of lawsuit, the last thing, the very 5 last one. That's why we hired Dominion Harbor, because 6 Dominion Harbor had a reputation of doing just deals. 7 So it was to bring the patent or the patents to their 8 contacts and get licenses. That's it. 9 Q. (By Mr. Lee) And did you have T-Mobile in mind 10 as a potential licensee before you engaged Dominion 11 Harbor? 12 MR. SKEELS: Objection, form. Same 13 instructions about privilege. 14 A. Like I said, we send letters to all the 15 wireless carriers, we send letters to all the wireless 16 mobile manufacturers, mobile test equipment 17 manufacturers, and certification centers. So they were 18 sent multiple times, multiple ways, e-mail, FedEx, this, 19 that, and -- but it was never -- in fact we never used 20 the word infringement. The word infringement was not 21 allowed to be used. It was always in a positive and a 22 friendly communication sent to corporations with the 23 words licensing, collaboration, partnership. 24 And we still do that. We still try to 25 reach out to corporations with friendly and very
Page 122 1 THE REPORTER: I'm sorry? 2 THE WITNESS: Dominion Harbor. 3 Q. (By Mr. Lee) And when did you first engage 4 with Dominion Harbor? 5 A. 2015. 6 Q. When in 2015? 7 A. I don't know. Early, mid 2015, sometime like 8 that. 9 MR. SKEELS: Michael, we've been going 10 over an hour. When it's a convenient stopping point for 11 you, I'd like to take a short break. 12 MR. LEE: Okay. Just a couple more 13 questions then. 14 Q. (By Mr. Lee) Dr. Hernandez, did you intend to 15 sue T-Mobile for patent infringement prior to meeting 16 Dominion Harbor? 17 MR. SKEELS: Can you repeat the question 18 for me, please? 19 THE REPORTER: "Dr. Hernandez, did you 20 intend to sue T-Mobile for patent infringement prior to 21 meeting Dominion Harbor?" 22 MR. SKEELS: Objection, form. Same 23 instructions regarding privilege. Please feel free to 24 answer if you can do so without disclosing privileged 25 communications.	Page 122 1 understanding mechanisms to reach consensus. Litigation 2 unfortunately seems to be an undesired option and the 3 only option left for inventors because of this lack of 4 communication and arrogance from gigantic corporations 5 like -- like the ones that you represent. 6 Q. (By Mr. Lee) So you're calling T-Mobile 7 arrogant -- an arrogant corporation. Is that what 8 you're saying? 9 MR. SKEELS: Objection, form. 10 A. It's a big corporation that maybe doesn't have 11 a responsibility to -- it doesn't feel -- feels 12 obligated to respond to -- to friendly offers for 13 inventions or deal, for partnerships, and that's what 14 ultimately bring this type of litigation. 15 MR. LEE: Okay. We can take a break now. 16 THE VIDEOGRAPHER: We are off the record 17 at approximately 1:54 p.m. This is the end of media 3. 18 (Recess taken from 1:56 p.m. to 2:09 p.m.) 19 THE VIDEOGRAPHER: We are back on the 20 record at approximately 2:09 p.m. This is the beginning 21 of media 4. 22 Q. (By Mr. Lee) And thanks, Dr. Hernandez, for 23 everything so far. I just wanted to now direct you back 24 to Exhibit 35. Specifically on page -- 25 A. 35? Item 35. Oh, Exhibit 35. Oh, I got it.

1 A. I'm not an expert in that field, but the few 2 things I know, I believe that we should be a little bit 3 out of that. We're not -- we were never part of any 4 standard bodies or anything like that, so I -- I believe 5 it's right, that we should be not considered like a 6 FRAND. 7 Q. What was your thought process as far as why you 8 put non-FRAND in this presentation? 9 MR. SKEELS: Objection, form. If you can 10 answer without disclosing attorney-client privileged 11 information, you may do so, Dr. Hernandez, but I would 12 remind you not to disclose any privileged information, 13 including privileged information that might have 14 resulted from communications with attorneys at Dominion 15 Harbor. 16 A. Yeah, I think that's the answer, like those 17 conclusions that we -- I got involved with the attorneys 18 and then they were like this is the reason, this is why 19 the reason. Yeah, multiple legalese stuff so we just -- 20 okay, we followed the lead. 21 Q. (By Mr. Lee) In terms of an actual royalty 22 rate, what do you think the difference is between a 23 FRAND rate and a non-FRAND rate, to your knowledge? 24 MR. SKEELS: Objection, form. 25 A. To my knowledge, it is because sometimes those	Page 219 1 royalties, you had 140 essential patents, or patents in 2 the standard, and you use 0.01 percent and so on. So I 3 applied their royalty yield divided by the number of 4 patents. I think the number of patents were in a 5 different document and then that's how you come up with 6 the royalty per patent. And then we have -- we have 7 three patents, then we're like okay, we're around that. 8 Q. But you're -- the Mobility Workx royalty rate 9 of .07 percent for three patents, that's -- by my math 10 that's more than the .010 percent per patent in the 11 Ericsson portfolio, for example. Is that -- isn't that 12 right? 13 A. Yeah, it's a little bit more. That's why you 14 said non-FRAND. 15 Q. So again, how did you come up with the 0.07 16 percent number? 17 MR. SKEELS: Objection, form. And again, 18 I would remind the witness not to answer if requiring -- 19 if answering would require him to disclose privileged 20 attorney-client communications. 21 If you can answer without disclosing 22 attorney-client communications, Dr. Hernandez, you may. 23 But I know that -- well, the attorney-client privilege 24 includes advice from any of the attorneys you were 25 dealing with, including from Dominion Harbor.
Page 218 1 FRAND rates are like cross-licensing too, so I give you 2 a license, you give me a license. And then we're both, 3 okay, maybe because it's fair you think that you have 4 more patents that I do or more important patents than I 5 do, then I pay you because you have more weight than me. 6 But Mobility Workx is a small company so 7 it's not in the position to get a cross-licensing 8 agreement with anybody because we will never exercise 9 those rights. So it's just basically what you 10 understand is that we just need to be paid because we 11 don't -- we contributed with intellectual property but 12 you pay me with patents is worthless for Mobility Workx. 13 Q. (By Mr. Lee) Is there any other distinction 14 between FRAND and non-FRAND rates to your knowledge? 15 MR. SKEELS: Objection, form. Outside the 16 scope. 17 A. That's all I know. 18 Q. (By Mr. Lee) It was you that put these 19 percentages in this -- on this page, correct? 20 A. On page? 21 Q. On the page ending in 5070. 22 A. Yes. 23 Q. How did you come up with those percentages? 24 A. 0.01 percent in Ericsson, 0.022 -- okay. So 25 what you do is that you add 1.5 percent of Ericsson	Page 218 1 A. Well, I really don't know why 0.07. I guess it 2 just kind of like -- I can't remember the rationale, but 3 I think it just kind of makes sense just to make it a 4 little higher but not that much higher than to be -- not 5 to be the lowest but not to be the highest rate. So 6 it's something there in between given the importance of 7 handoff, given the importance of the technology. 8 Q. (By Mr. Lee) Any other reasons that you can 9 recall? 10 A. No. 11 Q. Do you believe there's an obligation to license 12 on FRAND terms if the patents are essential to a 13 standard? 14 MR. SKEELS: Objection, form. Asked and 15 answered. 16 A. That's a question for damages expert. I don't 17 know. 18 Q. (By Mr. Lee) So you don't have any opinion on 19 that? 20 A. No. 21 (Exhibit No. 51 marked.) 22 Q. Dr. Hernandez, I'm going to hand you a document 23 marked Exhibit 51 bearing Bates number MOB 005114. Can 24 you please take a look at this document and let me know 25 whether you recognize this document?

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

MOBILITY WORKX, LLC,

Plaintiff,

v.

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

JURY TRIAL DEMANDED

**DECLARATION OF DR. EDWIN HERNANDEZ and ABDELSALAM HELAL,
Principal Managers of Plaintiff Mobility Workx, LLC, and a Request for
Extension of Time**

Mobility Workx, LLC, represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, respectfully request the court to grant an extension of time for Plaintiff to handle what Plaintiff perceives as a breach of fiduciary duties by its counsel and to provide needed time for Plaintiff to replace its Counsel. Mobility Workx, LLC, represented by its co-founders and Principal Managers, do hereby declare and state the following facts:

Principal Managers of Mobility Workx, LLC, are above the age of 21, have never been convicted of a felony or crime of moral turpitude, and are competent to make this declaration, and do testify to these matters.

1. We have strong reasons to believe that Mobility Workx' Counsel attorneys, David Skeels and Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), are working to benefit opposing interest. A Legal Malpractice case is currently being prepared for filing by Machat & Associates, P.C. The following are provided in support of this declaration no. 1.
 - a. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMObILE Test plan for LTE (**Exhibit A**)

- b. Although, we were informed that TMOBILE had declared that they didn't use any emulation technology that uses our 330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
- c. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs. Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL & Mobility Workx, such negotiation occurred July 26, 2016 (**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed over a skype call that our patents were not a good fit for SISVEL's LTE Patent Pool but they could try to figure something out..
- d. Although we suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contains false statements, Mr. Connor submitted the report to opposing counsel anyway, despite repeated and clear instructions not do so to avoid a report with false claims (**Exhibit C**).
- e. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - i. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - ii. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
 - iii. These battery of test cases are performed in all new mobile phones that TMOBILE sells to their customers.
 - iv. Mobility Workx LLC counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
 - v. Mr. Blackburn's expert report ignored this document, and we are uncertain if opposing counsel has received our request for further discoveries.
- f. Mobility Workx, LLC, had only 4 hours and 41 minutes to read, review and respond to Mr. Magee and Mr. Blackburn's report. The deadline for filing was midnight Central Standard Time on October 5th, 2018. The two reports were sent by our counsel to Mobility Workx, LLC, at 8:00PM and 8:19PM Eastern Standard Time (5h and 4h:41m before the filing deadline) (**Exhibit E and Exhibit F**). This unusual tightness of time was clearly made in bad faith and placed Mobility Workx, LLC, in peril. Yet, we have provided comments about both reports (requesting removal of the SISVEL argument from Mr. Magee's report, and the addition of the Test Conformance Report reference in Mr.

Blackburn's report). Our repeated requests and pleases were denied, and the reports were sent to opposing counsel despite our disagreement.

2. TMOBILE's counsel lead, Michael Newton, from **ALSTON & BIRD** might have manipulated and potentially engaged in tampering with TMOBILE witnesses by making the following statements that were communicated verbally to us from Mr. Connor and Mr. Skeels
 - a. TMOBILE submitted under AEO or other method a statement that it does not use any emulation technology like the '330 patent or Spirent emuation, when it is more than clear that ANRITSU makes the same type of device as Spirent and a claim chart showing infringement can be made with the test cases presented in the document (**Exhibit A**)
 - b. TMOBILE engaged in collaboration with NOKIA. NOKIA and Mobility Workx signed an NDA (**Exhibit G**) and Byron Holz, an ex-ALSTON & BIRD attorney led the communications which included same or similar language as the one used by TMOBILE counsel, hence fishing information from MOBILITY WORKX.
 - c. TMOBILE's counsel engaged and transformed a **30b(6)** deposition into a technical deposition stating for example that DOMINION HARBOR was our lawyer when to this date we ignore when they were acting as attorneys and when they were not.
3. APPLE sent us a letter stating that MOBILITY WORKX has broken its licensing agreement with Apple by requesting payments for APPLE's devices from TMOBILE.
 - a. It is unknown how APPLE was able to see Dr. Stephen's Magee expert report and how APPLE derived such conclusion, if this was not given by TMOBILE or by our own attorneys. (**Exhibit H - Letter from Apple**)
4. After seeing and confirming that counsel was not able to follow instructions given by MOBILITY WORKX (see 1 above) and in essence damaged the case with their actions, we terminated counsel
 - a. Upon completion of this termination, Dr. Hernandez requested Mobility Workx Counsel to withdraw from the case, for both TMOBILE and Verizon, around October 29th, 2018.
 - b. Mr. Skeels submitted a declaration stating that plenty of time was given to Mobility Workx to find new attorneys.
 - c. Mobility Workx has contracted three law firms and they cannot take the case as
 - i. AEO documents would need be reviewed,
 - ii. Current attorneys have punctured and damage the case,
 - iii. Current attorney are requesting a position of this matter.
5. Drs. Hernandez and Helal have done significant efforts to find appropriate counsel but given the exposed situation as stated above, Mobility Workx is unable to meet this court deadlines and schedule.
 - a. Mr. Michael Machat, Esq, has been advising us at no cost
6. We believe and that the reasons our attorneys have acted this way is that

- a. They have been associated and continue to be associated with Dominion Harbor Group, including Expert Witnesses Dr. Stephen Magee and his associates.
 - b. On September 25th, 2018 while Dr. Hernandez was at CKL's office, Mr. Jack Lu, PhD, associate from Dr. Stephen Magee's office, stated that CKL and Dominion Harbor had given Maggee's consulting firm over \$3M in contracts.
 - c. Sometime on November 2017, Mr. Connor while working at another firm, was present and settled a case where Dominion Harbor had an interest and represented some of Dr. Helal's patents
 - d. On October 2016, Mr. Connor and Dominion Harbor worked together representing Mobile Synergy Solutions against T-MOBILE and METROPCS. Mobile Synergy is a company owned by Dominion Harbor
7. Dominion Harbor principals, David Pridham and Mr. Patrick Anderson, were involved in a case representing IPNAV in a case as W.D. Wisconsin on and around 2008, between Taurus IP and Daimler Chrysler. In this case, Anderson now principal of Dominion Harbor, and David Pridham (**Exhibit J**) were involved in a case where perjury was an issue and IPNAV's reputation was questionable. An opinion made by the court on 3d day of June, 2008, as part of the opinion and Motion for sanctions made by Judge BARBARA CRABB, District Judge. (**Exhibit I**)

"Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness."

- 8. CKL and Whitaker & Chalk have played with us, for the TMOBILE case they act as "counsel" but in a "limited fashion," which is not clear to us, when are they acting as counsel and for who are they acting as counsel,
- 9. In fact, we retained Bob Taylor as Mobility Workx, General Counsel to do what CKL and Whitaker & Chalk was supposed to do.
- 10. CKL and Whitaker & Chalk have insisted in remaining counsel for TMOBILE's case but it is no longer counsel for VERIZON, hence we are confused as to who is representing us as we requested them to withdraw from all cases
- 11. Dominion Harbor withdrew all support for the cases under Mobility Workx, arguing that Mobility Workx committed a breach of its contract, and as a consequence, Counsel insinuated that a \$250,000 retainer might need to be required during a conference call between Mr. Rick Sanchez and Mr. David Skeels in September.
 - a. Later on, Mr. Skeels stated that no retainer was required at the moment from his firm.
- 12. Additionally, Mr. Rich Sanchez and Mr. Dominion Harbor appeared to be still related as owners of a MARATHON PATENT GROUP, INC (**Exhibit K**), where Dominion

Harbor is a shareholder and Mr. Rich Sanchez form Whitaker and Chalk and figures as:

On Page 41 of Exhibit K

“ On November 3, 2014, we entered into a two-year executive employment agreement (“Sanchez Employment Agreement”) with **Rick Sanchez, effective October 31, 2014**, pursuant to which Mr. Sanchez shall serve as the Company’s Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez’s services, the Company agreed to issue him ten-year stock options under the Company’s 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.”

On Pg 23 of Exhibit K

And “On November 4, 2015, the Company issued 300,000 shares of the Company’s Common Stock to **Dominion Harbor Group LLC (“Dominion”)**, pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering”

13. Dominion Harbor acted as an attorney in several circumstances according to Mr. David Skeels, which was recorded in Dr. Hernandez **30b6 Deposition Transcript (Exhibit L Pg 122 lines 23-25)**.

“(By Mr. Lee) Dr. Hernandez, did you intend to
15 sue T-Mobile for patent infringement prior to meeting
16 Dominion Harbor?
17 MR. SKEELS: Can you repeat the question
18 for me, please?
19 THE REPORTER: "Dr. Hernandez, did you
20 intend to sue T-Mobile for patent infringement prior to
21 meeting Dominion Harbor?"
22 MR. SKEELS: **Objection, form. Same**
23 **instructions regarding privilege. Please feel free to**
24 **answer if you can do so without disclosing privileged**
25 **communications.**

14. Up until today, we are confused as to whether or not CKL & Whitaker & Chalk are our attorneys and when they are not, or whether Dominion Harbor acted as attorneys as most of them are actually attorneys. This conflict of interest should have been disclosed to us.

Prayers

For the aforementioned reasons, Mobility Workx and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**

<hr/> <p>Name: Edwin A. Hernandez-Mondragon Title: Managing Principal Date: November 27, 2018 Place: Coral Springs, Florida, USA</p>	<hr/> <p>Name: Abdelsalam A. Helal Title: Managing Principal Date: November 27, 2018 Place: Lancaster, UK</p>
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EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover

Complete report <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

EXHIBIT B

SISVEL Discussions and negative feedback received from SISVEL as patent portfolio might not have been a fit for SISVEL.

EXHIBIT C

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

EXHIBIT D

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written

EXHIBIT E

Damages Report first receipt at 8:18PM EST

EXHIBIT F

Infringement Report first receipt at 8:00PM EST

EXHIBIT G

Nokia's NDA with Mobility Workx

EXHIBIT H

Letter from Apple Inc to Mobility Workx

EXHIBIT I

Case between Taurus IP vs Chrysler with David Pridham and Michael Newton representing
Taurus IP

Full case document

https://drive.google.com/file/d/1EOBuegTcoqa_BcBWmLZUGfhUfG1zcKHs/view?usp=sharing

EXHIBIT J

Dominion Harbor - Executives website

Source: <http://dominionharbor.com>

EXHIBIT K

SEC 10-k filing MARATHON IP with Dominion Harbor and Rick Sanchez

Full Report: https://drive.google.com/open?id=1oKIWGNhKou_YoH3hEf0L2gv-SXZ4-33U

EXHIBIT L

Edwin' Hernandez, PhD 30b6 Deposition Testimony

Full Deposition Transcript:

<https://drive.google.com/file/d/12cDuokGX1IPME3pBgsxpobgYIOzP9cwt/view?usp=sharing>

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
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Plaintiff,

v.

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

JURY TRIAL DEMANDED

DECLARATION AND REQUEST FOR EXTENSION OF TIME

Mobility Workx, LLC (MWx), represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, respectfully request the court to grant an extension of time for Plaintiff to handle what Plaintiff perceives as a breach of fiduciary duties by its counsel, and to provide urgently needed time for Plaintiff to replace its Counsel. MWx, represented by its co-founders and Principal Managers, do hereby declare and state the following facts:

Principal Managers of MWx are above the age of 21, have never been convicted of a felony or crime of moral turpitude, and are competent to make this declaration, and do testify to these matters.

1. We have strong reasons to believe that MWx' Counsel attorneys, Mr. David Skeels and Mr. Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), are not working to benefit MWx' interest. The following are provided in support of this declaration.
 - a. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMOBILE Test plan for LTE (**Exhibit A**)
 - b. Although MWx was informed that TMOBILE had declared that they didn't use any emulation technology that uses our 330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
 - c. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs.

Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL and MWx. Actual communication with SISVEL occurred July 26, 2016 (**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed that our patents were not a good fit for SISVEL's LTE Patent Pool.

- d. Although MWx suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contains false statements, Mr. Connor submitted the report to opposing counsel anyway despite repeated and clear instructions to the opposite (**Exhibit C**).
 - e. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - i. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - ii. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
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 - iv. MWx counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
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- a. TMOBILE submitted under AEO or other method a statement that it does not use any emulation technology like the '330 patent or Spirent emuation, when it

- is more than clear that ANRITSU makes the same type of device as Spirent and a claim chart showing infringement can be made with the test cases presented in the document (**Exhibit A**)
- b. TMOBILE engaged in collaboration with NOKIA. NOKIA and MWx signed an NDA (**Exhibit G**) and Byron Holz, an ex-ALSTON & BIRD attorney led the communications which included same or similar language as the one used by TMOBILE counsel, hence fishing information from MWx.
 - c. Drs. Hernandez and Helal have done significant efforts to find appropriate counsel but given the exposed situation as stated above, MWx is unable to meet this court deadlines and schedule.
3. Additionally, Mr. Rich Sanchez and Dominion Harbor appeared to be still related as owners of a MARATHON PATENT GROUP, INC (**Exhibit K**), where Dominion Harbor and Mr. Rich Sanchez are shareholders (See excerpts below)

On Page 41 of Exhibit K

*“On November 3, 2014, we entered into a two-year executive employment agreement (“Sanchez Employment Agreement”) with **Rick Sanchez**, effective October 31, 2014, pursuant to which Mr. Sanchez shall serve as the Company’s Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez’s services, the Company agreed to issue him ten-year stock options under the Company’s 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.”*

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*And “On November 4, 2015, the Company issued 300,000 shares of the Company’s Common Stock to **Dominion Harbor Group LLC (“Dominion”)**, pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering”*

Prayers

For the aforementioned reasons, Mobility Workx, LLC and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**

Name: Edwin A. Hernandez-Mondragon
Title: Managing Principal
Date: November 27, 2018
Place: Coral Springs, Florida, USA

Name: Abdelsalam A. Helal
Title: Managing Principal
Date: November 27, 2018
Place: Lancaster, UK

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MOBILITY WORKX, LLC,

Plaintiff,

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**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

JURY TRIAL DEMANDED

DECLARATION AND REQUEST FOR EXTENSION OF TIME

Mobility Workx, LLC (MWx), represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, respectfully request the court to grant an extension of time for Plaintiff to handle what Plaintiff perceives as a breach of fiduciary duties by its counsel, and to provide urgently needed time for Plaintiff to replace its Counsel. MWx, represented by its co-founders and Principal Managers, do hereby declare and state the following facts:

We have strong reasons to believe that MWx' Counsel attorneys, Mr. David Skeels and Mr. Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), have not been working to benefit MWx' interest. The following set of details are provided as a sample in support of this declaration.

1. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMOBILE Test plan for LTE (**Exhibit A**)
2. Although MWx was informed that TMOBILE had declared that they didn't use any emulation technology that uses our 330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
3. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs. Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL and MWx. Actual communication with SISVEL occurred July 26, 2016

(**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed that our patents were not a good fit for SISVEL's LTE Patent Pool.

4. Although MWx suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contains false statements, Mr. Connor submitted the report to opposing counsel anyway despite repeated and clear instructions to the opposite (**Exhibit C**).
5. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - a. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - b. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
 - c. These battery of test cases are performed in all new mobile phones that TMOBILE sells to their customers.
 - d. MWx counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
 - e. Mr. Blackburn's expert report ignored this document, and we are uncertain if opposing counsel has received our request for further discoveries.
6. MWx, had only 4 hours and 41 minutes to read, review and respond to Mr. Magee and Mr. Blackburn's report. The deadline for filing was midnight Central Standard Time on October 5th, 2018. The two reports were sent by our counsel to MWx, at 8:00PM and 8:19PM Eastern Standard Time (5h and 4h:41m before the filing deadline) (**Exhibit E and Exhibit F**). This MWx Workx, LLC, in peril. Yet, we have provided comments about both reports (requesting removal of the SISVEL argument from Mr. Magee's report, and the addition of the Test Conformance Report reference in Mr. Blackburn's report). Our repeated requests and pleases were denied, and the reports were sent to opposing counsel despite our disagreement.

Prayers

For the aforementioned reasons, Mobility Workx, LLC and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings to allow Mobility Workx LLC to establish a new counsel.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**

Name: Edwin A. Hernandez-Mondragon
Title: Managing Principal
Date: November 27, 2018
Place: Coral Springs, Florida, USA

EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover Complete report can be found and downloaded from this web site: <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

EXHIBIT B

SISVEL Discussions and negative feedback received from SISVEL as patent portfolio might not have been a fit for SISVEL

EXHIBIT C

Damages Report first receipt at 8:18PM EST

EXHIBIT D

Infringement Report first receipt at 8:00PM EST

EXHIBIT E

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

EXHIBIT F

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

MOBILITY WORKX, LLC,

Plaintiff,

v.

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

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We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**



Name: Edwin A. Hernandez-Mondragon
Title: Managing Principal
Date: December 6, 2018
Place: Coral Springs, Florida, USA



Name: Abdelsalam A. Helal
Title: Managing Principal
Date: December 6, 2018
Place: Lancaster, UK

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MX786201A-460
T-Mobile LTE Test Package Reference
Manual



Originated by Anritsu Ltd, PX, Luton, UK

P/N: 13000-00408

Revision: G.1.0.0

Created: January 2015

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Table of Contents

Executive Summary.....	1
Scope of this Manual.....	1
Product Overview.....	3
T-Mobile USA LTE Carrier Acceptance Tests.....	3
Recommended PC Specification.....	3
Test System Requirements.....	3
Hardware and Software Options.....	4
MD8480C (E-Composition).....	4
MD8430A.....	5
MF6900A.....	6
Shielded Box.....	6
Installation.....	7
RTD Installation.....	7
Uninstallation of Existing Versions.....	7
Preparation.....	7
Rapid Test Designer (RTD) Installation.....	8
Test Package Installation.....	9
Package Contents.....	9
Installation on the RTD Control PC and Linux Server PC.....	9
Installation on the AAP Control PC.....	11
AAP Installation.....	12
AAP Overview.....	12
Preparation.....	12
AAP Platform Installation.....	12
Installing the MX843021A Firmware.....	13
Uninstallation.....	17
Configuration.....	19
Configuration for Windows® 7.....	19
Test System Configuration.....	20
Configuration for Testing.....	22
Signaling Tester Configuration.....	23
Configuring the Sample Cable Losses File.....	24
Configuring the Sample UE Proxy File.....	24
Linux Server Configuration.....	24
UICC Compatibility.....	24
Environmental Verification.....	25
Verifying IP Communication.....	25
Verifying the RTD Control PC Configuration.....	27
Configuration for Band Selection.....	28
Test Execution.....	31
Initial DUT Conditions.....	31

Circuit Switched Call Tests.....	31
Packet Switched Session Tests.....	31
UICC Programming.....	31
Execution from the RTD Control PC.....	32
AT Commands.....	32
T-Mobile USA LTE Test Packages.....	35
Test Package Details.....	35
Package 460: Subscription.....	36
Package 461: LTE SON.....	37
Package 461 Configuration.....	37
Package 461 Test Cases.....	39
TC-3.1.1.1: Intra-LTE, Intra-frequency ANR Measurements, New PCI Discovery, A3, RSRP, Fading Channel.....	39
TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel.....	44
TC-3.1.1.3: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A4, RSRP, Fading Channel.....	49
TC-3.1.1.4: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A4, RSRQ, Fading Channel.....	54
TC-3.1.1.5: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A5, RSRP, Fading Channel.....	59
TC-3.1.1.6: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A5, RSRQ, Fading Channel.....	64
TC-3.1.1.7: Intra-LTE, Intra-frequency (Band 4) ANR triggered Handover, New PCI Strongest Cell, A3, RSRP, Fading Channel.....	69
TC-3.1.1.8: Intra-LTE, Intra-frequency (Band 4) ANR triggered Handover, New PCI Strongest Cell, A3, RSRQ, Fading Channel.....	73
TC-3.1.1.9: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, New PCI Discovery, A4, RSRP, Fading Channel.....	77
TC-3.1.1.10: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, New PCI Discovery, A4, RSRQ, Fading Channel.....	82
TC-3.1.1.11: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, New PCI Discovery, A5, RSRP, Fading Channel.....	87
TC-3.1.1.12: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, New PCI Discovery, A5, RSRQ, Fading Channel.....	92
TC-3.1.1.13: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 4, Target Cell: Band 17, A5, RSRP, Fading Channel.....	97
TC-3.1.1.14: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 4, Target Cell: Band 17, A5, RSRQ, Fading Channel.....	101
TC-3.1.1.15: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 17, Target Cell: Band 4, A5, RSRP, Fading Channel.....	105
TC-3.1.1.16: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 17, Target Cell: Band 4, A5, RSRQ, Fading Channel.....	109
TC-3.1.1.17: LTE Intra-Frequency (Band 4) followed by Inter-Frequency (Band 4, Band 17) ANR Measurements.....	113
TC-3.1.1.18: LTE Intra-Frequency (Band 17) followed by Inter-Frequency (Band 17, Band 4) ANR Measurements.....	117
TC-3.1.1.19: LTE Inter-Frequency followed by Intra-frequency ANR Measurements.....	121

TC-3.1.1.20: LTE Inter-Frequency (Band 4, Band 17) followed by Intra-frequency (Band 4) ANR Measurements.....	125	
TC-3.1.1.21: Intra-LTE, Intra-frequency ANR Measurements, Event A3.....	129	
TC-3.1.1.22: Intra-LTE, Intra-frequency ANR Measurements, Event A4.....	134	
TC-3.1.1.23: Intra-LTE, Intra-frequency ANR Measurements, Event A5.....	139	
TC-3.1.1.24: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, Event A4.....	144	
TC-3.1.1.25: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, Event A4.....	149	
TC-3.1.1.26: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, Event A5.....	154	
TC-3.1.1.27: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, Event A5.....	159	
Package 462: LTE Mobility, Intra-RAT Network Selection and SMS.....	164	
Package 462 Configuration.....	164	
Package 462 Test Cases.....	166	
TC-1.1.1.1.3: LTE Normal MM Attach, From Power-Up (5 MHz Bandwidth).....	166	
TC-1.1.1.1.4: LTE Normal MM Attach, From Power-Up (15 MHz Bandwidth).....	168	
TC-1.1.1.1.5: LTE Normal MM Attach, From Power-Up (20 MHz Bandwidth).....	170	
TC-1.1.1.1.1: LTE Normal MM Attach, From Power-Up.....	172	
TC-1.1.1.1.2: LTE Normal MM Detach From Idle Mode.....	174	
TC-1.1.1.1.3: LTE MME - Originated Detach From Idle Mode.....	176	
TC-1.1.1.1.4: LTE Normal MM Detach From Active Mode.....	178	
TC-1.1.1.1.5: LTE MME - Originated Detach From Active Mode.....	180	
TC-1.1.1.1.6: LTE Normal MM Detach Due to Power-Down.....	182	
TC-1.1.1.1.7: Default EPS Bearer Establishment, Mobile-Originated.....	184	
TC-1.1.1.1.8: LTE SS-Originated Detach From Idle Mode.....	186	
TC-1.1.1.1.9: Dedicated EPS Bearer Establishment, Network Initiated.....	188	
TC-1.1.1.1.10: LTE TU Identification Procedure.....	190	
TC-1.1.1.1.11: Redirection to an Unsuitable Cell During Power up - LTE Band 4 to LTE Band 4.....	192	
TC-1.1.1.1.12: Redirection to a Non-Existent Intra-Band Cell During Power Up - LTE Band 4 to LTE Band 4.....	194	
TC-1.1.1.1.13: Redirection to an Unsuitable Cell During Power Up - LTE Band 17 to LTE Band 4.....	196	
TC-1.1.1.1.14: Redirection to a Non-Existent Intra-Band Cell During Power Up - LTE Band 17 to LTE Band 4.....	198	
TC-1.1.1.1.15: Redirection to an Unsuitable Cell During Power Up - LTE Band 4 to LTE Band 17.....	200	
TC-1.1.1.1.16: Redirection to a Non-Existent Inter-Band Cell During Power Up - LTE Band 4 to LTE Band 17.....	202	
TC-1.1.1.1.17: Verify Support of EEA2/EIA2 Encryption/Integrity Algorithms on LTE Network, RRC Messages.....	204	
TC-1.1.1.1.18: Verify Support of EEA2/EIA2 Encryption/Integrity Algorithms on LTE Network, NAS Messages.....	206	
TC-1.1.1.1.19: RRC Connection Reject with Wait Timer Set to 15; Finally Register to Second Best Band 4 LTE Cell.....	208	
TC-1.1.1.1.20: RRC Connection Reject with Wait Timer Set.....	210	
TC-1.1.1.1.21: Network-Originated RRC Connection Release, Move UE to New MME, Connected Mode..	212	
2	1	2
TC-1.1.1.1.22: LTE Downlink Radio Failure During Data Transfer, Inter-Band, Band IV to Band XVII, Candidate Cells in Same TA, X2 Interface Supported.....	214	
TC-1.1.1.1.23: LTE Handover, Band 4, Inter-Frequency, Candidate Cells in Same TA, X2 Interface Supported.....	216	
TC-1.1.1.1.24: EPS Bearer Modification, SS-Originated.....	218	
TC-1.1.1.1.25: Bearer Deactivation, Network-Initiated.....	220	

TC-1.1.1.26: LTE Downlink Radio Failure During Data Transfer, Intra-Band, Band 4, Candidate Cells in Same TA, X2 Interface Supported.....	222	
TC-1.1.1.27: Intra-frequency LTE Handover to a New Cell with a Different Bandwidth is Supported.....	224	
TC-1.1.1.28: The UE Shall Send the UE Network Capability Information to the MME During the Attach and Non-Periodic Tracking Area Update Procedure.....	226	
TC-1.1.1.29: RRC Connection Re-Establishment Following Radio Link Failure and Out-of-Service Handling.....	228	
TC-1.1.1.30: CS/PS Mode 1 of Operation: UE Registers to Both EPS and non-EPS Services and UE's Usage Setting is Voice Centric.....	230	
TC-1.1.1.31: Periodic Tracking Area Updates.....	232	
TC-1.1.1.32: RRC Connection Failure with Following Tracking Area Update Initiated by the UE.....	234	
TC-1.1.1.33: UE Capability Information.....	236	
TC-1.1.1.35: Event A1 (Serving becomes better than threshold) Shall be Supported and Event A2 (Serving becomes worse than threshold) Shall be Supported.....	238	
TC-1.1.1.36: Counter Check Procedure is Supported, Including Messages: Counter Check and Counter Check Response.....	240	
TC-1.1.1.39: The UE Shall Request for IPv4v6 PDN Type During E-UTRAN Initial Attach and UE Requested PDN Connectivity Procedures.....	243	
TC-1.1.1.40: UE Shall Support the ESM INFORMATION REQUEST as Defined in TS 24.301.....	245	
TC-1.1.1.44: A Tracking Area Update Procedure Shall be Initiated by UE after the RRC Connection was Released with Release Cause "load re-balancing TAU required".....	247	
TC-1.1.1.45: Absolute Priorities of Different E-UTRAN Frequencies are Supported. Priorities Provided to the UE in the RRCCconnectionRelease Message.....	249	
TC-1.1.1.46: The UE Shall Support the QoS for Default and Dedicated Bearers.....	252	
TC-1.1.1.47: QoS Class Identifiers (QCI) Shall be Supported as Defined in TS 24.301 and TS 23.203....		
2	5	5
TC-1.1.1.48: The UE Shall not Include any APN as Part of the Initial Attach Procedure.....	257	
TC-1.1.1.49: UE Shall Support E-UTRAN Un-ciphered Connections Using the "Null Ciphering Algorithm" EEA0.....	260	
TC-1.1.1.50: UE Initiated and Network Initiated Detach Procedure Shall be Supported as Defined in TS 24.301 when the UE Operates in PS Mode 1 or Mode 2.....	263	
TC-1.1.1.57: The UE Shall Support the Following Modes of Operation: CS/PS Mode 1 &2, PS Mode 1&2.....	265	
TC-1.1.1.58: EMM Cause Code UE Behaviors When the EMM Cause #12 "tracking area not allowed"...		
2	6	8
TC-1.1.1.60: Exchange of Protocol Configuration Options Shall be Supported According to TS 24.008...		
2	7	0
TC-1.1.1.61: UE Shall Support Enforcement of APN Aggregation Maximum Bit Rate (APN-AMBR) on the Uplink.....	273	
TC-1.1.1.66: The UE Shall Support Both IPv4 and IPv6 (dual-stack).....	275	
TC-1.1.1.67: The UE Shall Support the ESM STATUS Message and Act Upon the ESM Cause Value as Defined in TS 24.301.....	277	
TC-1.1.1.72: Multi-RAB Mobility Within LTE Shall be Independent of the Number of Active Bearers and Shall be Supported.....	279	
TC-1.1.1.74: Downlink 4x2 MIMO Shall Be Supported.....	281	
TC-1.1.1.75: LTE cat 3 is supported and reported to the network (DL:100Mbit/s UL:50Mbit/s) The indicated data rates are supported in every TTI -> sustained data rate. The device shall work properly in a 4x4 or 4x2 network configuration.....	284	
TC-1.1.1.76: UE Shall Support Wideband CQI Reporting.....	287	
TC-1.1.1.77: UE Shall Support Subband CQI Reporting.....	290	

TC-1.1.1.79: UE Shall Support Periodic CQI, PMI and RI Reporting.....	293
TC-1.1.1.82: LTE Normal MM Attach, From Power-Up Band XVII	295
TC-1.1.1.83: Both Long and Short DRX Support are Required for Connected Mode	297
TC-1.1.1.84: Semi-Persistent Scheduling DL+UL Assignment.....	300
TC-1.1.1.85: UE Shall Support TTI Bundling.....	303
TC-1.1.1.89: Recovery from RL Failure on DL Physical Channel with T311 timed out.....	305
TC-1.1.1.92: UE Shall Support MFB1: Inter-Band Cell Reselection, LTE Band 12 (Block A) to LTE Band 12 (Block B), Idle Mode.....	307
TC-1.1.1.93: LTE Normal MM Attach, From Power-Up (1.4 MHz bandwidth).....	309
TC-1.1.1.94: LTE Normal MM Attach, From Power-Up (3 MHz bandwidth)	311
TC-1.1.1.95: The UE Shall Support Intra LTE Handover Between 4x2 Capable to 2x2 Capable Cells.... 3	3
TC-4.1.1.4: LTE Manual-Mode PLMN Selection, Band IV.....	315
TC-4.1.1.5: Inter-Band Cell Reselection, Idle Mode.....	317
TC-4.1.1.6: Inter-Band Cell Reselection, LTE Band 17 to LTE Band 4, Idle Mode.....	319
TC-4.1.1.7: Cell Reselection with Cells of Same TA, Band 4, Idle Mode.....	321
TC-4.1.1.8: Cell Reselection with Cells of Same TA, Band 17, Idle Mode.....	323
TC-4.1.1.9: Cell Reselection with Cells of Different TA, Band 4, Idle Mode.....	325
TC-4.1.1.10: Cell Reselection with Cells of Different TA, Band 17, Idle Mode.....	327
TC-4.1.1.23: Rescan from LTE Band XVII to LTE Band IV on HPLMN rescan timer	329
TC-7.1.1.2: UE Shall Support SMS over SGs.....	331
Package 463: IRAT Mobility, IRAT SON & IRAT Network Selection and SMS.....	335
Package 463 Configuration.....	335
Package 463 Test Cases.....	337
TC-1.1.1.34: The LTE UE Shall Request for IPv4v6 PDP Type During PDP Context Activation Procedure when under GERAN/UTRAN Coverage.....	337
TC-1.1.1.37: Mobility From EUTRA Procedure is Supported, Including Mobility From EUTRA Command (can be used for handover to UTRAN or Cell Change Order to GERAN).....	339
TC-1.1.1.38: Redirection from LTE to GERAN Shall be Supported.....	341
TC-1.1.1.41-1: Inter-RAT Cell Reselection from EGPRS1900 Cell to LTE Cell (priority of E-UTRA cells is lower than the serving cell).....	343
TC-1.1.1.41-2: Inter-RAT Cell Reselection from EGPRS1900 cell to LTE Band 4 Cell Based on H_PRIO Criteria.....	345
TC-1.1.1.42-1: LTE to UMTS Reselection After Attach Accept with Sms Only and Ims Voice Not Supported.....	348
TC-1.1.1.42-2: LTE to UMTS Reselection after Attach Reject.....	350
TC-1.1.1.43: The UE Shall Set the "active" Flag in the TRACKING AREA UPDATE REQUEST Message When TAU Request was Triggered due to Redirection (from UTRAN) or CCO or Cell Reselection (from GERAN).....	352
TC-1.1.1.51: GERAN Measurements, Reporting and Measurement Reporting Event B2 in E-UTRA Connected Mode.....	354
TC-1.1.1.59: A Tracking Area Update Procedure Shall be Initiated by UE After Re-selection from GPRS READY State to E-UTRAN.....	357
TC-1.1.1.62: UE Shall Support RAT/PLMN Reselection Procedures as Described in 3GPP TS 24.301, 3GPP TS 24.008 and GSMA PRD IR.88 v7.0 for Roaming Scenarios when the E-UTRAN Attach is Rejected by the Visited MME.....	359
TC-1.1.1.63: Absolute Priority Based Cell Re-selection in UTRAN is Supported and Indicated by Rel-8 IE "Support for absolute priority based cell re-selection in UTRAN" if Enabled in the Device. Mandatory for E-UTRAN (LTE) Devices.....	361

TC-1.1.1.64: E-UTRA FDD Support Shall be Indicated in MS Radio Access Capability and Mobile Station Classmask 3.....	363
TC-1.1.1.65: IRAT Measurement from UTRAN to LTE Shall be Supported.....	365
TC-1.1.1.68: The Device Shall Support Coordination Between ESM and SM inter-RAT Change from E-UTRAN to GERAN or UTRAN.....	367
TC-1.1.1.69: The UE Shall Support Explicit Indication of Whether the Provided GUTI/P-TMSI is "native" or "mapped".....	370
TC-1.1.1.70: The UE Shall Support Idle Mode Signaling Reduction Function (ISR).....	372
TC-1.1.1.71: Priority based inter-RAT cell re-selection from E-UTRAN to GSM between GSM and UTRAN is supported.....	374
TC-1.1.1.73: Reselection from GERAN (packet transfer) to LTE Shall be Supported.....	377
TC-1.1.1.90: Recovery from Handover Failure.....	379
TC-4.1.1.1: Initial Cell Selection, LTE Band 4, From Power-Up.....	381
TC-4.1.1.2: Initial Cell Selection, LTE Band 17, From Power-Up.....	383
TC-4.1.1.3: Intra-RAT Cell Selection, HPLMN Not Available in LTE Band 4 or Band 17.....	385
TC-4.1.1.11: Inter-RAT Cell Selection to UMTS Band 2 from Power-Up, No LTE Service Available.....	387
TC-4.1.1.12: Inter-RAT Cell Selection to UMTS Band IV from Power-Up, No LTE Service Available.....	
3	8
TC-4.1.1.13: Inter-RAT Cell Selection to EGPRS1900 from Power-Up, No LTE or UMTS Service Available.....	391
TC-4.1.1.14: Inter-RAT Cell Selection to EGPRS850 Cell from Power-Up, No LTE or UMTS Service Available.....	393
TC-4.1.1.15: Inter RAT Cell Reselection from UMTS Band 2 to LTE (Evaluation of SIB 19).....	395
TC-4.1.1.16: Inter RAT Cell Reselection from UMTS Band IV to LTE (Evaluation of SIB 19).....	397
TC-4.1.1.17: Inter-RAT Cell Reselection to UMTS Band IV Cell when LTE Cell is Unavailable.....	399
TC-4.1.1.18: Inter-RAT Cell Reselection to UMTS Band II Cell when LTE Cell is Unavailable.....	401
TC-4.1.1.19: Inter RAT Cell Reselection to GSM 1900 when UMTS and LTE Cells are Unavailable.....	403
TC-4.1.1.20: UMTS/URA_PCH to LTE Reselection, HPLMN Timer in Idle Mode, Serving PLMN in USIM OPLMN Selector List.....	405
TC-4.1.1.21: UMTS/Cell_PCH to LTE Reselection, HPLMN Timer In Idle Mode, Serving PLMN in USIM OPLMN Selector List.....	407
TC-4.1.1.22: Rejection from UTRAN cell due to congestion with redirection info to EUTRAN.....	409
TC-5.1.1.1: WCDMA ANR Measurements followed by IRAT Redirection (LTE, WCDMA 1900) and Reselection to LTE.....	411
TC-5.1.1.2: IRAT Measurement from LTE to UTRAN Shall be Supported And Event B1 (Inter RAT neighbor becomes better than threshold) Shall be Supported.....	414
TC-5.1.1.3: ANR Shall be Supported for IRAT to GERAN (See FGI19 and 23).....	417
TC-7.1.1.1: SMS Solution Shall Seamlessly Interwork with SMS on 2G/3G on RAT Change.....	420
Package 464: CSFB.....	427
Package 464 Configuration.....	427
Package 464 Test Cases.....	429
TC-2.1.1.1: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 850 UTRAN.....	429
TC-2.1.1.2: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 1900 UTRAN.....	432
TC-2.1.1.3: MO Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....	435

TC-2.1.1.4: MO Call in Active Mode, CSFB, After CSFB call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....	4	3	8
TC-2.1.1.5: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			441
TC-2.1.1.6: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			444
TC-2.1.1.7: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			447
TC-2.1.1.8: MO Call in Idle Mode, CSFB, Return to E-UTRA after CS call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			450
TC-2.1.1.9: MT Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 850 UTRAN.....			453
TC-2.1.1.10: MT Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			456
TC-2.1.1.11: MT Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 850 UTRAN.....			459
TC-2.1.1.12: MT Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....			
TC-2.1.1.13: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....	4	6	2
TC-2.1.1.14: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			465
TC-2.1.1.15: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118,CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			468
TC-2.1.1.16: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....			471
TC-2.1.1.18: UE Shall Perform Location Update if the LA of the New Cell is Different from the One Stored After CSFB.....			477
TC-2.1.1.20: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 17 LTE to 850 UTRAN.....			480
TC-2.1.1.21: UE Shall Support RAN Information Management (RIM).....			483
TC-2.1.1.22: MO Call on LTE cell, CSFB to GSM 1900.....			485
TC-2.1.1.23: MT Call while UE is on LTE cell, CSFB to GSM 1900.....			487
TC-2.1.1.24: MT Call while UE on PS Session on LTE, CSFB to GSM and PS Session is Suspended.....			489
TC-2.1.1.25: MO + PS Call on LTE Cell, CSFB to GSM 1900 and PS Session is Suspended.....			491
TC-2.1.1.26: CSFB with an Emergency Call for GSM			493
Package 465: CA Protocol.....			495
Package 465 Configuration.....			495
Package 465 Test Case.....			498
TC-11.1.1.1: Verify CA with 2x2 MIMO.....			498
TC-11.1.1.2: PCS 5 MHz, AWS 5 MHz.....			500
TC-11.1.1.3: PCS 5 MHz, AWS 10 MHz.....			502

TC-11.1.1.4: Verify CA with PCS 10MHz, AWS 5MHz.....	504	
TC-11.1.1.5: UE Capability and BCS Indicated for Carrier Aggregation.....	506	
TC-11.1.1.6: Transition from Dual Carrier to Single Carrier Mode.....	508	
TC-11.1.1.7: Handover from CA Cell to Non CA Cell (B4 or B2), Band 4 is PCell and B2 is SCell.....	511	
TC-11.1.1.8: Handover from Non CA to CA cell.....	514	
TC-11.1.1.9: CSFB call (MO) during PS Carrier Aggregation session, fall back to U1900.....	516	
TC-11.1.1.10: CSFB call (MT) during PS Carrier Aggregation session, fall back to U1900.....	519	
TC-11.1.1.11: CSFB call (MO) during PS Carrier Aggregation session, fall back to U1700.....	522	
TC-11.1.1.12: CSFB call (MT) during PS Carrier Aggregation session, fall back to U1700.....	525	
TC-11.1.1.13: Load Balancing : Single Carrier Setup on B4.....	528	
TC-11.1.1.14: Load Balancing : Single Carrier Setup on B2.....	531	
TC-11.1.1.15: Carrier Aggregation: Verify CA with DRX.....	534	
TC-11.1.1.16: Reconfiguration and Activation of SCell (PCell Band 2, 5MHz + SCell Band 4, 10MHz)....		
5	3	6
TC-11.1.1.17: Inter Frequency HO due to load balancing (A4 event) (PCell Band 2, 5MHz + SCell Band 4, 5MHz).....	539	
TC-11.1.1.18: Setup of P Cell and S Cell (PCell Band 2, 5MHz + SCell Band 4, 10MHz).....	541	
TC-11.1.1.19: Idle mode priority with CA.....	546	
TC-11.1.1.20: SCell Activation, Deactivation (PCell Band 2, 5MHz + SCell Band 4, 10MHz).....	548	
TC-11.1.1.21: CA is Deconfigured and Re Assigned (PCell Band 2, 10MHz + SCell Band 4, 5MHz <→ PCell Band 2, 10MHz + SCell Band 4, 5MHz).....	552	
TC-11.1.1.22: Carrier Aggregation Hand Over from EUTRAN (PCell Band 2, 5MHz + SCell Band4, 10MHz) to EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz).....	556	
TC-11.1.1.23: Intra Frequency Hand Over from EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to Non CA EUTRAN (Band2, 10MHz).....	560	
TC-11.1.1.24: Carrier Aggregation: Inter Frequency Hand Over due to Loading (A4 Event) Serving Cell (PCell Band2, 5MHz + SCell Band4, 10MHz) to Target Cell (Band4, 10MHz).....	564	
TC-11.1.1.25: Inter Frequency Hand Over from EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to Non CA EUTRAN (Band4, 10MHz).....	568	
TC-11.1.1.26: Redirect from CA EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to UTRAN Band 2.....	572	
TC-11.1.1.27: Carrier Aggregation: LTE with CA (VoLTE call) - LTE with CA; CS call continued and PS session continued.....	576	
TC-11.1.1.28: Carrier Aggregation: LTE with CA (VoLTE call) - LTE with Non CA; CS call continued and PS session continued Serving Cell (PCell Band2 5MHz + SCell Band4 10MHz) To Target Cell Band4 10MHz.....	580	
TC-11.1.1.29: LTE with Carrier Aggregation (PCell Band2, 5MHz + SCell Band4, 10MHz) - CSFallback MT call to UTRAN Band 2.....	584	
TC-11.1.1.30: LTE with Carrier Aggregation (PCell Band2, 5MHz + SCell Band4, 10MHz) - CSFallback MO Emergency call to GERAN Band 1900.....	589	
TC-11.1.1.31: Redirect from CA EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to GSM 1900....	593	
TC-11.1.1.32: Carrier Aggregation: Inter Frequency Hand Over: CA to no CA <-> No CA to CA Serving Cell (PCell Band2, 10MHz + SCell Band4, 5MHz) to First Target Cell (Band4, 5MHz) to Second Target Cell (PCell Band 4, 5Mhz + SCell Band2, 10Mhz).....	597	
TC-11.1.1.33: Carrier Aggregation: Inter Frequency Hand Overs due to (A5 Event) Between (PCell Band2, 10MHz + SCell Band4, 5MHz) → Target PCell (Band4, 5MHz) → (PCell Band2, 10MHz + SCell Band4, 5MHz).....	602	
Package 466: CA Data Performance.....	606	
Package 466 Configuration.....	606	
Package 466 Test Cases.....	608	

TC-13.1.1.1 (200.503): 2x2 MIMO,TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=5000 kbps.....	608
TC-13.1.1.2 (200.504): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	610
TC-13.1.1.3 (200.505): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	612
TC-13.1.1.4 (200.507): 2x2 MIMO,TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	614
TC-13.1.1.5 (200.511): 2x2 MIMO,TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps.....	616
TC-13.1.1.6 (200.517): 2x2 MIMO, TM3 OLSM, Power Sweep lor -60 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA70, Correlation Low, SNR 25, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3.....	618
TC-13.1.1.7 (200.521): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 12, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	620
TC-13.1.1.8 (200.522): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 12, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	622
TC-13.1.1.9 (200.571): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	624
TC-13.1.1.10 (200.572): 2x2 MIMO,TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 10 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=7000 kbps.....	626
TC-13.1.1.11 (200.573): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=21000 kbps.....	628
TC-13.1.1.12 (200.574): 2x2 MIMO,TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 10 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=36000 kbps.....	630
TC-13.1.1.13 (200.575): 2x2 MIMO,TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	632
TC-13.1.1.14 (200.581): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=136000 kbps.....	634

TC-13.1.1.15 (200.582): 2x2 MIMO, TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=10000 kbps.....	636
TC-13.1.1.16 (200.583): 2x2 MIMO, TM3 OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=28000 kbps.....	638
TC-13.1.1.17 (200.584): 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=48000 kbps.....	640
TC-13.1.1.18 (200.585): 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=136000 kbps.....	642
Package 467: Data Performance	644
Package 467 Configuration.....	644
Package 467 Test Cases.....	646
TC-9.1.1.5: 4x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps.....	646
TC-9.1.1.6: 4x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation Duration 60 sec, Repetition 3, Final P/Fs (kbps)=2000 kbps.....	648
TC-9.1.1.7: PRD #60215 300.007: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=2000 kbps....	
6 5 0	
TC-9.1.1.8: PRD #60215 300.008: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps...	
6 5 2	
TC-9.1.1.9: 4x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	654
TC-9.1.1.10: 4x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=2000 kbps.....	656
TC-9.1.1.11: 4x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=3700 kbps.....	658
TC-9.1.1.12: 4x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	660
TC-9.1.1.13: 4x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=3000 kbps.....	662
TC-9.1.1.14: 4x2 MIMO, TM2, Transmit Diversity, Power Sweep lcr -78 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4, EVA70 Correction Low, SNR 25, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3.....	664

TC-9.1.1.15: 4x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=4000 kbps.....	666
TC-9.1.1.16: PRD #60215 300.015: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, EVA5 Correlation Medium, SNR 10, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=2000 kbps.....	668
TC-9.1.1.17: PRD #60215 300.016: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, EPA5 Correlation Medium, SNR 20, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	670
TC-10.1.1.1: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps, as per PRD 200.016.....	672
TC-10.1.1.2: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps.....	674
TC-10.1.1.3: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=12000 kbps.....	676
TC-10.1.1.4: 2x2 MIMO, TM4, CLSM Conducted UDP Throughput - Downlink, IPV4, Static, SNR none, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps	678
TC-10.1.1.5: 2x2 MIMO, TM4, CLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	680
TC-10.1.1.6: 2x2 MIMO, TM4, CLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=12500 kbps	682
TC-10.1.1.7: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	684
TC-10.1.1.8: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	686
TC-10.1.1.9: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	688
TC-10.1.1.10: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps.....	690
TC-10.1.1.11: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=25000 kbps.....	692
TC-10.1.1.12: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput – Downlink, IPV4, EVA5 Correction Medium, SNR 10 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	694
TC-10.1.1.13: 2x2 MIMO, TM2, Transmit Diversity, Conducted FTP Throughput - Downlink, IPV4, Fading ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	696

TC-10.1.1.14: 2x2 MIMO, TM2, Transmit Diversity, Conducted FTP Throughput - Downlink, IPV4, Fading ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=3500 kbps.....	698
TC-10.1.1.15: 2x2 MIMO, TM2, Transmit Diversity, Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	700
TC-10.1.1.16: 2x2 MIMO, TM2, Transmit Diversity, Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=3000 kbps.....	702
TC-10.1.1.17: 2x2 MIMO, TM2, Transmit Diversity, Power Sweep Ior -78 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4, EVA70 Correction Low, SNR 25, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3.....	704
TC-10.1.1.18: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, static, SNR none, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=25000.....	706
TC-10.1.1.19: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	708
TC-10.1.1.20: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000.....	710
TC-10.1.1.21: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, ETU70, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4500 kbps.....	712
TC-10.1.1.22: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, ETU300, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	714
TC-10.1.1.23: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	716
TC-10.1.1.24: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	718
TC-10.1.1.25: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, static, SNR none, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=26000.....	720
TC-10.1.1.26: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 , 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	722
TC-10.1.1.27: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=15000.....	724
TC-10.1.1.28: 2x2 MIMO, TM3, OLSM Conducted UDP Throughput - Downlink, IPV4/IPV6, ETU70, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	726
TC-10.1.1.29: 2x2 MIMO, TM3, OLSM Conducted UDP Throughput - Downlink, IPV4/IPV6, ETU300, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	728

TC-10.1.1.30: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	730
TC-10.1.1.31: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	732
TC-10.1.1.32: 2x2 MIMO, TM3, OLSM Power Sweep Ior -60 to -116 Step -2dBm UDP Throughput - Downlink, IPV4/IPV6, EVA70, SNR 25, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3.....	734
TC-10.1.1.33: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR none, 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=30000 kbps.....	736
TC-10.1.1.34: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU70 Low, SNR 0 , 5 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	738
TC-10.1.1.35: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, EVA5, SNR 10, 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=6000 kbps.....	740
TC-12.1.1.1: 100.13 HTTP Download on LTE Simulator - No Noise, No Fading 5 MB Size Web Page with 10 Embedded Images 500 KB Each.....	742
TC-12.1.1.2: 100.14 HTTP Download on LTE Simulator - No Noise, No Fading 10 MB Size Web Page with 10 Embedded Images 1 MB Each.....	744
TC-12.1.1.3: 100.15 HTTP Download on LTE Simulator - No Noise, No Fading 15 MB Size Web Page with 15 Embedded Images 1MB Each.....	746
TC-12.1.1.4: 100.16 HTTP Download on LTE Simulator - No Noise, No Fading 20 MB Size Web Page with 20 Embedded Images 1 MB Each.....	748
TC-12.1.1.5: 100.17 HTTP Download on LTE Simulator- G=0dB, EVA5, 1 MB Size Web Page with 19 Embedded Images 50KB Each.....	750
TC-12.1.1.6: 100.12 HTTP Download on LTE Simulator - G=0dB, EPA5, 1 MB Size Web Page with 19 Embedded Images 50KB Each.....	752
Package 468: VoLTE and IMS	754
Package 468 Configuration.....	754
Package 468 Test Cases.....	756
TC-6.1.1.1: The UE Shall Activate Default Bearer with QCI=5 to be Used for SIP Signalling.....	756
TC-6.1.1.2: The UE Shall Request Connectivity to the IMS PDN Even if the Preceding Connectivity Request to the Internet PDN Fails.....	758
TC-6.1.1.3: The UE Shall Activate Default Bearer to the Well-known IMS PDN After Establishment of the Default Bearer to the Internet PDN.....	761
TC-6.1.1.4: The UE Shall Support Connections to Multiple PDNs.....	763
TC-6.1.1.5: 1.The UE Shall Use the P-CSCF IP Addresses in the PCO IE to Send the IMS Registration to the Selected P-CSCF. 2.The DNS and P-CSCF IP Addresses Shall be Passed to the UE in the PCO IE field.....	765
TC-6.1.1.6: The UE Shall Support a QCI=1 for Network Initiated Dedicated Bearers for the IMS PDN.....	767
TC-6.1.1.7: The UE Shall Handle the Error 500 from the Network.....	770
TC-6.1.1.8: The UE Shall be Able to Register ICSI and IARI Values.....	772
TC-6.1.1.9: The UE Shall Support IMS Restoration Procedures.....	774
TC-6.1.1.10: The UE Shall Format the UA String as Defined in RFC 2616.....	776

TC-6.1.1.11: The UE Shall De-register and re-register According to the Retry Scheme Defined for the Particular UE if P-Associate-URI is Missing.....	778
TC-6.1.1.12: The User-Agent Shall Have Maximum 50 Characters.....	780
TC-6.1.1.14: The UE shall support a minimum of 6 bearers (default and dedicated) which can be activated simultaneously.....	782
TC-7.1.1.3: The UE Shall Support SMS over-IP.....	784
TC-7.1.1.4: The UE Shall Use Correct TP-Address, SMS Text and The From-URI in SIP MESSAGE for MO SMS over IP.....	786
TC-7.1.1.5: The UE Shall Implement the Roles of an SM-over-IP Sender According to the Procedures in Sections 5.3.1 in 3GPP TS 24.341P (MO) to Multiple Recipients.....	788
TC-7.1.1.6: Phase II Depth - Develop Test "UE Shall Receive Mobile Terminated SMS over IMS".....	790
TC-8.1.1.1: The UE Shall Support the Procedures for P-CSCF Discovery via EPS.....	792
TC-8.1.1.2: IR 92 Compliant Voice Centric UE Shall Register for CSFB if IMS Registration Fails, Regardless of IMS PDN Connectivity.....	794
TC-8.1.1.3: A UE with VoLTE Support Shall Meet IR 92 Compliance.....	796
TC-8.1.1.5: UE Shall Support the Adaptive Multi-Rate (AMR) Speech Codec.....	798
TC-8.1.1.6: The UE Shall Support DTMF Events.....	800
TC-8.1.1.7: VoLTE Capable UE Shall Support Globally Routable UA URI (GRUU).....	802
TC-8.1.1.8: TS 23.216 v10.2.0 (12/2011) Shall be Fully Supported (SRVCC).....	804
TC-8.1.1.9: The UE shall support IMS emergency sessions (VoLTE Control plane)	807
TC-8.1.1.10: UE shall support SRVCC for IMS emergency sessions (VoLTE Control plane)	810
TC-8.1.1.11: A UE with VoLTE Support Shall Meet IR 92 Compliance - MO VoLTE Call Release	814
TC-8.1.1.12: SMS While in VoLTE Call.....	816
TC-8.1.1.15: Inter-system mobility / E-UTRA voice to UTRA CS voice / Unsuccessful case / Retry on old cell / SRVCC.....	818
TC-8.1.1.16: MT Call Ignored/Rejected.....	821
TC-8.1.1.17: Cancelling/Ending MT call.....	823
TC-8.1.1.18: Ringing Timer Expired.....	825
TC-8.1.1.19: VoLTE: Call Waiting.....	827
TC-8.1.1.20: VoLTE: Call Hold.....	829
TC-8.1.1.21: VoLTE: Caller ID.....	832
TC-8.1.1.24: Inter-system Mobility. E-UTRA MO Voice to UTRA CS Voice. SRVCC. Codec Modification LTE AMR-WB to UMTS AMR-NB Mode 12.2 7.95 5.9 4.75.....	834
TC-8.1.1.25: IMS PRD Breadth #60443: Develop Test "The UE Shall Use From: Header to Identify the Calling Party if the P-Asserted-Identity (PAI) Header is not Present or if the PAI Header is Empty for MT calls".....	837
TC-8.1.1.26: The UE Shall Attempt the Emergency Call on the CS Domain when it is in Limited Service Mode in LTE.....	839
TC-8.1.1.27: UE with VoLTE Support Shall Support Additional Addressing Mechanism. We are Checking 7 Digits Phone Numbers in this Test.....	841
TC-8.1.1.29: The UE Shall be Able to Enable the Option to Register Emergency Services Through IMS and Voice Would be Done Through CSFB: If VoPS Flag is False while EMS is True then the UE Shall Attempt Circuit Switch Call First as per 3GPP 23.167	843
TC-8.1.1.30: A UE with VoLTE Support Shall Support IMPU Assignment.....	846
TC-8.1.1.31: The UE Shall not Initiate SIP Registration when the ISIM Service Table does not Indicate the Availability of the GBA Service.....	848
TC-8.1.1.32: Emergency Call on the CS Domain when the UE Does not Support VoLTE, i.e. for LTE Devices with CSFB.....	850
TC-8.1.1.35: The UE shall be able to enable the option to register all services (including VoLTE) through IMS except for E911 voice (E911 voice would be done through CSFB) while in LTE.....	852

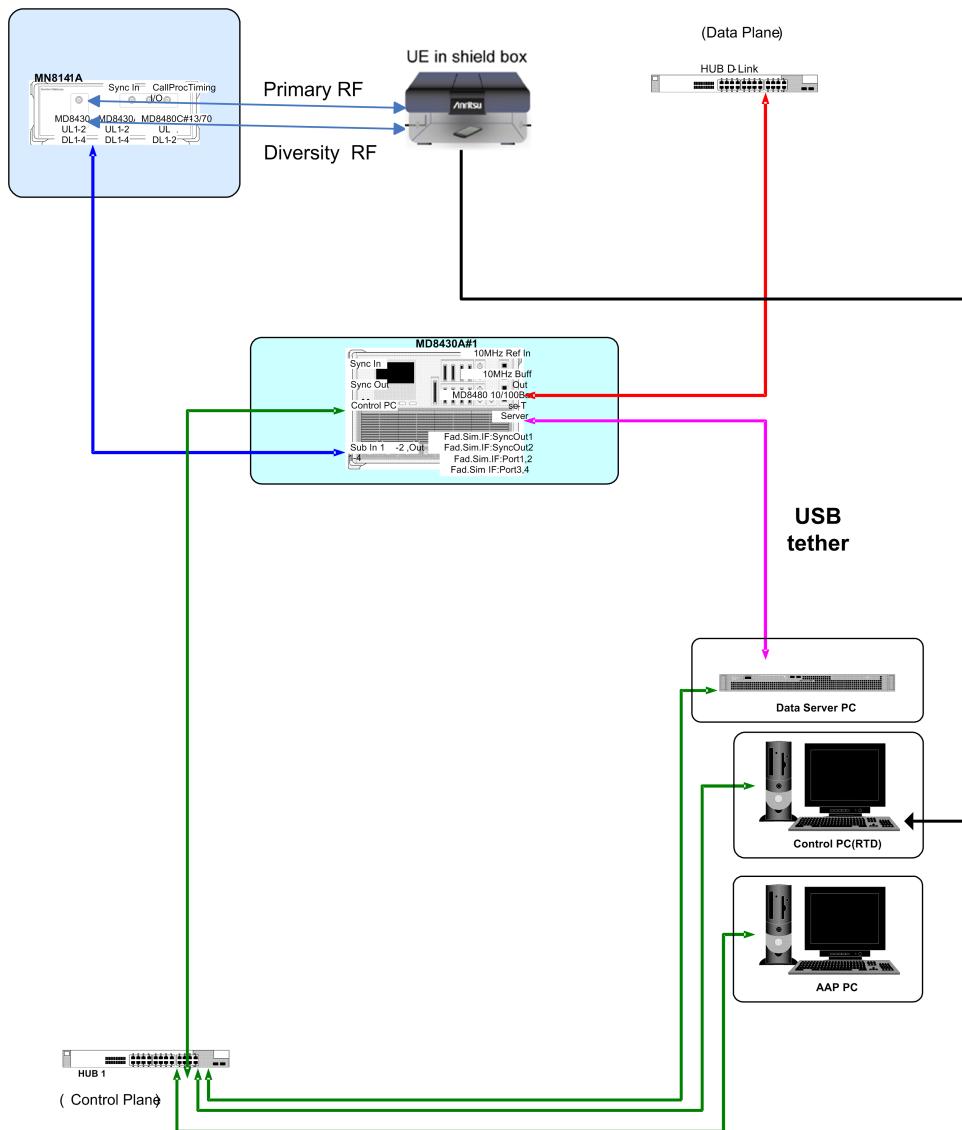
TC-8.1.1.37: The UE Shall Support 380 Redirect to Connect to an Alternate RAT During the Emergency Call Procedure	855
TC-8.1.1.38: Initiating an Emergency Call when IMS PS Voice Supported but no Support for Emergency Bearer	859
TC-8.1.1.39: The UE Shall Support P-Preferred-Service Header	861
TC-8.1.1.40: The UE Shall be Able to Enable the Option to Register all Services (including VoLTE) Through IMS Except for E911 Voice (E911 voice would be done through CSFB) while in LTE.....	863
TC-8.1.1.41: The UE Shall Use the P-Preferred-Identity in all SIP Requests	866
TC-8.1.1.42: SIP Registration Refresh on RAT changes.....	868
TC-8.1.1.45: The UE Shall be Able to Enable the Option to Register all Services Except Voice through IMS.....	871
TC-8.1.1.48: Upon a VoLTE Call Failure, the UE Shall Perform Retry on CS Domain on which the UE has Successfully Attached.....	873
TC-8.1.1.49: The UE Supports AMR-WB Codec Modes.....	875
TC-8.1.1.50: The UE Supports AMR Codec Modes.....	877
TC-8.1.1.51: Upon a VoLTE Emergency Call Failure, the UE Shall Perform Retry on CS Domain in which the UE has Successfully Attached.....	879
TC-8.1.1.53: The UE Shall Override Locally Generated Communication Progress when it Detects an In-band Information is Received from the Network as Early Media as Described in 3GPP TS 24.628.....	882
TC-8.1.1.54: The UE Shall Use the P-Asserted-Identity to Identify the Calling Party for MT Calls as Defined in RFC 3325	885
TC-8.1.1.55: Inter-system mobility / E-UTRA voice to GSM CS voice / SRVCC.....	888
TC-8.1.1.56: IMS PRD#60239: Mobile Originated Call - 480 Temporarily Unavailable Response Received	891
TC-8.1.1.57: Call Rejected due to Offered Media Format not Supported.....	893
TC-8.1.1.58: VoLTE Call Rejected due to Missing SDP	895
TC-8.1.1.59: Received SDP Answer without ptime Attribute.....	897
TC-8.1.1.60: Voice Mail Support.....	899
TC-8.1.1.61: Ringing Timer Stopped due to Call Cancelled.....	901
TC-8.1.1.62: Call Teardown - Network Initiated.....	903
TC-8.1.1.63: VoLTE: Call Rejected while Two Calls in Progress.....	905
TC-8.1.1.64: Mute / Un-Mute of Call Audio During VoLTE Call.....	908
TC-8.1.1.66: VoLTE: Conference Call Support	911
TC-8.1.1.67: The UE Shall Support DTMF Events During VoLTE Call and Intra LTE HO.....	914
TC-8.1.1.68: IMS PRD#60245: Switching Between VoLTE Calls - Received VoLTE Call while on Active Call.....	917
TC-8.1.1.69: MT - Originating Device is SIP Session Refresher, and Session Expires due to Originating Device.....	921
TC-8.1.1.70: MT - Terminating Device Assumes SIP Session Refresher Role.....	923
TC-8.1.1.71: MO Call Forwarding to Voice Mail – Received SIP 180 Ringing without SDP Answer.....	925
TC-8.1.1.73: VoLTE: RTP Inactivity Timer Expires while VoIP Call Active.....	927
TC-8.1.1.75: I Video Calls: Develop Test "Video Call Attempt, MT Device Accepts as VoIP Only".....	929
TC-8.1.1.76: Phase II Depth: DTMF during SRVCC to GSM.....	931
TC-8.1.1.78: Inter-system Mobility. E-UTRA PS Voice + PS to UTRA CS Voice + PS. SRVCC + PS.....	934
TC-8.1.1.80: Phase II Depth: Inter-system mobility / E-UTRA voice + PS data to GSM CS voice /SRVCC, PS data suspend on LTE.....	937
TC-8.1.1.81: PRD#62144: LTE (Band 4) to 2G (1900) with SRVCC without the PS Handover and without TMSI Reallocation.....	940

TC-8.1.1.82: PRD#62203: VoLTE Call to 3G (which is not available), Return to LTE Using Re-invite in IMS and Continue the Call with Data Transfer.....	943
TC-8.1.1.83: PRD#62203: VoLTE Call to 2G (which is not available), Return to LTE Using Re-invite in IMS and Continue the Call with Data Transfer.....	946
TC-8.1.1.85: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Establish a New Call and Swap Calls.....	949
TC-8.1.1.86: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Establish a New Call and Merge Calls.....	952
TC-8.1.1.87: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Dial USSD.....	955
TC-8.1.1.88: PRD#62144: After SRVCC (LTE to 2G) Call, Reject the New Incoming Call and Continue with SRVCC Call.....	958
TC-8.1.1.89: PRD#62144: After SRVCC (LTE to 2G), Place MO SMS which will not Affect the Voice Call.....	961
TC-8.1.1.90: PRD#62144: After SRVCC (LTE to 2G), Send MT SMS which will not Affect the Voice Call.....	964
TC-8.1.1.97: The IR.92 Capable UE Shall Support Forking: Second dialog is not answered, call proceeds on first dialog.....	967
TC-8.1.1.97_2: The IR.92 Capable UE Shall Support Forking: First dialog is not answered, Call proceeds on second dialog.....	970
TC-8.1.1.97_3: The IR.92 Capable UE Shall Support Forking: 7 forked dialogs. Call connected on seventh dialog. All other have no answer.....	973
TC-8.1.1.97_4: The IR.92 Capable UE Shall Support Forking: Neither of the two dialogs are answered, call times out.....	976
TC-8.1.1.126: The Codec Mode Set Config-WB-Code=0 {AMR-WB modeset=0, 1, 2/AMR-WB 12.65, AMR-WB 8.85 and AMR-WB 6.60} Shall be Supported - SCR Enabled Mode.....	978
TC-8.1.1.127: The Codec Mode Set Config-NB-Code=1 (12.2kbit/s, 7.4kbit/s, 5.9kbit/s and 4.75kbit/s) for AMR NB Shall be Supported - SCR Enabled Mode.....	981
Package 470: VoLTE Video IR.94.....	984
Package 470 Configuration.....	984
Package 470 Test Cases.....	986
TC-14.1.1.5: Dedicated Bearer (PRD#62219).....	986
TC-14.1.1.6: H.264 Video Codec (PRD#62220).....	988
TC-14.1.1.7: RTP and RTCP Support (PRD#62283).....	990
TC-14.1.1.8: INVITE for Video Call (PRD#62309).....	992
TC-14.1.1.9: Voice and Video Description (PRD#62323).....	994
TC-14.1.1.10: Duplex Channel in SDP (PRD#62324).....	996
TC-14.1.1.11: Initiate MO Video Call from Address Book. Verify audio and video sync during video call (PRD#62288).....	998
TC-14.1.1.13: Initiate MO Video Call from Address Book. Perform SRVCC to 3G Cell and downgrade to audio call (PRD- 62236).....	1000
TC-14.1.1.13_2: Initiate MO Video Call from Address Book. Perform SRVCC to 2G Cell and Downgrade to Audio Call (PRD- 62236).....	1003
TC-14.1.1.14: DUT Registration, Authentication with IMS and Subscription/Termination to/from regEvent.....	1006
TC-14.1.1.21: Verify DUT Transmits Audio and Video Payload Using User Datagram Protocol (UDP) (PRD#62289).....	1008
TC-14.1.1.23: Verify DUT Supports SIP URIs for Identities According to RFC 3261 (PRD#62240).....	1010
TC-14.1.1.24: Initiate MO Video Call from Address Book. Verify the Device Includes the Video Media Feature Tag in the Contact Header and Accept-Contact Header of the SIP INVITE Message for Establishing a Video Call to Indicate Device Video Capabilities (PRD#62311).....	1012

TC-14.1.1.25: Initiate MO Video Call from Address Book. Verify the Device Includes the ICSI Media Feature Tag in the Contact Header and Accept-Contact Header of the SIP INVITE Message for Establishing a Video Call to Indicate the Device Preferences when Setting up the Call (PRD#62313).....	1014
TC-14.1.1.26: The Device Must Support the Offer Response Model for SDP Negotiation for Video Call Setup as Described in RFC 3264 and RFC 6337 (PRD#62317).....	1016
TC-14.1.1.29: The Device Must Include the Video Media Feature Tags Irrespective of Video Media Being Present in SDP or Not (PRD#62312).....	1018
TC-14.1.1.30: The Device Must Include the ICSI and Video Media Feature Tags Even if the Message does not Contain any Video SDP Media Description in the Payload (PRD#62315).....	1021
TC-14.1.1.35: Device Must Publish the Service Availability Containing Tuple Element. Tuple Element Must Contain <status> (PRD 62261).....	1024
TC-14.1.1.37: DUT Registration, Publish with Presence Capabilities.....	1026
TC-14.1.1.38: DUT Registration, the Video Feature Tag in SUBSCRIBE.....	1028
TC-14.1.1.39: DUT Registration, Video Presence Notifications.....	1030
TC-14.1.1.40: DUT Registration, Process the Notifications and Update the Presence Status for the Contacts.....	1032
TC-14.1.1.45: The Presence Client Must Persistently Store the Video Calling Capability Indicator for Each Eligible Contact.....	1034
Package 471: VoLTE aSRVCC and eSRVCC	1037
Package 471 Configuration.....	1037
Package 471 Test Cases.....	1039
TC-8.1.1.91: PRD#62149: SRVCC to 3G, MO Call in Alerting Phase.....	1039
TC-8.1.1.92: PRD#62149: SRVCC to 3G, MT Call in Alerting Phase.....	1042
TC-8.1.1.93: PRD#62149: SRVCC to 2G, MO Call in Alerting Phase.....	1045
TC-8.1.1.94: PRD#62149: SRVCC to 2G, MT Call in Alerting Phase.....	1048
TC-8.1.1.95: PRD#62150: SRVCC to 3G, One Active Call + One Call on Hold.....	1051
TC-8.1.1.96: PRD#62150: SRVCC to 2G, One Active Call + One Call on Hold.....	1054
Troubleshooting.....	1057
Glossary.....	1059
Abbreviations.....	1059
Definitions.....	1065
Anritsu Global Addresses.....	1069

Test System Configuration

The figure below shows the standard hardware and software configuration for LTE Carrier Acceptance Testing.



Note: Certain package options also require an MD8480C signaling tester or MF6900A fading simulator. Full details of the specific requirements for each LTE test package are provided in section, [T-Mobile USA LTE Test Packages](#).

Line Color Code	Connection
Blue	Connects the Sub In 1-2, Out 1-4 of MD8430A#1 to the UL 1-2 and DL 1-4 of MN8141A.
Blue	Connects the MN8141A to the DUT in shield box. The two connections represent Primary RF and Diversity RF.
Green	Connects the following to the HUB 1 (Control Plane): <ul style="list-style-type: none"> • Data Server PC

TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel

Test Purpose

This test verifies the following DUT capabilities:

- Support of event A3 measurement
- Support of intra-frequency report CGI measurement
- Support of long DRX and MAC DRX command

Conformance Requirement

Refer to the following 3GPP technical specifications for behavior:

- 3GPP TS 36.214
- 3GPP TS 36.321 clause 5.7
- 3GPP TS 36.331

Test Configuration and Environment

Network Cell Configuration:

- Cell 1: LTE cell, Band 4, DL EARFCN = 2175
- Cell 2: LTE cell, Band 4, DL EARFCN = 2175
- Cell 3: LTE cell, Band 4, DL EARFCN = 2175
- Cell 4: LTE cell, Band 4, DL EARFCN = 2175

The USIM has default contents.

Initial Environment Conditions

The DUT is in automatic PLMN selection mode.

Cell	Power Level	Radio Access Technology
1	-85 dBm	E-UTRAN
2	OFF	E-UTRAN
3	OFF	E-UTRAN
4	OFF	E-UTRAN

Test Preamble

1. The SS prompts the user to power off the DUT, and configures LTE Cell 1 and LTE Cell 2.

Test Procedure

The test procedure is as follows:

Step 1:

1. The SS configures and activates LTE Cell 1.

Step 2:

1. The SS prompts the user to power on the DUT.
2. The SS waits for LTE Cell 1 RRC Connection Request from the DUT.
3. The SS handles the registration of the DUT for LTE Cell 1.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

TAURUS IP, LLC,¹

Plaintiff,

OPINION and ORDER

07-cv-158-bbc

v.

DAIMLERCHRYSLER CORPORATION,
DAIMLERCHRYSLER COMPANY, LLC,
MERCEDES-BENZ USA, INC.,
CHRYSLER, LLC,
CHRYSLER HOLDING, LLC and
CHRYSLER FINANCIAL, LLC,

Defendants.

MERCEDES-BENZ USA, INC and
DAIMLERCHRYSLER COMPANY, LLC,

Third Party Plaintiffs,

v.

TAURUS IP, LLC, ORION IP, LLC,
PLUTUS IP WISCONSIN, LLC, and

¹In an order dated February 29, 2008, I amended the caption for the purpose of trial, removing Taurus and other former parties from the caption to avoid confusing the jury. For these post-trial motions, I have amended the caption to return it to its state at the time of summary judgment.

ERICH SPANGENBERG,
Third Party Defendants.

This civil action for patent infringement was filed on March 20, 2007. On February 25, 2008, I granted defendants' motion for summary judgment on plaintiff's infringement claims filed by the Chrysler and Mercedes-Benz defendants after I found that defendants' products did not infringe plaintiff's United States Patent No. 6,141,658 (the '658 patent) and that certain claims of the '658 patent were invalid as anticipated. At the same time, I denied in part plaintiff's and third party defendants' motion for summary judgment on defendants' breach of warranty claim. Defendants proceeded to trial on their claim that, in transferring the '658 patent before third party defendants Orion IP, LLC entered into a settlement of patent litigation in Texas, Orion IP, LLC and Erich Spangenberg breached the representation and warranty clause contained in the settlement agreement with defendants. The jury returned a verdict against Orion IP, LLC, finding that it had breached the settlement's representation and warranty clause. The amount of damages and defendants' contention that Orion's corporate veil should be pierced to reach Erich Spangenberg were left for post-trial briefing.

While those issues were being briefed, the parties raised several other matters. Defendants moved for a permanent injunction; an award of attorney fees against Orion IP,

LLC both as damages and as fees allowable to “prevailing parties” in Texas breach of contract suits; an award of attorney fees against Taurus IP, LLC under 35 U.S.C. § 285; and additional sanctions against Taurus, IP, LLC, Orion IP, LLC and Spangenberg. Taurus moved for relief from the summary judgment ruling of invalidity, arguing that it had discovered “new evidence.” Spangenberg and Orion IP, LLC moved for reconsideration of the ruling that Spangenberg had engaged in sanctionable behavior, moved for leave to conduct additional discovery and moved to compel disclosure of privileged information offered as in camera evidence during the hearing on sanctions.

The post-trial disputes will be resolved as follows. (1) Defendants’ motion for permanent injunction will be denied because the injunction they request is overly broad and unnecessary; (2) the corporate veil will not be pierced to make Spangenberg personally liable for a judgment to be entered against Orion IP, LLC because there is insufficient evidence that Orion IP, LLC is likely to evade a judgment entered against it; however, Spangenberg and Orion IP, LLC will be enjoined from dissipating the assets of Orion IP, LLC; (3) defendants’ motion for attorney fees from Taurus IP, LLC under 35 U.S.C. § 285 will be granted and Taurus IP, LLC will be jointly and severally liable with Orion IP, LLC for \$1,644,906.12; (4) defendants’ motion for an award of additional attorney fees against Orion IP, LLC for its breach of warranty will be granted in the amount of \$2,194,510.25;(5) defendants’ motion for additional sanctions against Taurus IP, LLC, Orion IP, LLC and

Spangenberg for their behavior at trial will be denied because the behavior to which defendants object does not warrant additional sanctions; (6) Taurus's motion for relief from the summary judgment ruling of invalidity will be denied because Taurus could have discovered the allegedly new evidence sooner had it been more diligent; (7) Orion IP, LLC's and Spangenberg's motion for reconsideration of the ruling that Spangenberg engaged in sanctionable behavior will be denied because I find clear and convincing evidence that Spangenberg was responsible for Anderson's attempt to improperly influence a witness and this behavior warrants the sanctions imposed against the company for which he was acting; (8) Orion IP, LLC's and Spangenberg's motion for leave to conduct additional discovery will be denied because Orion IP, LLC and Spangenberg have failed to demonstrate "good cause" for their failure to resolve their discovery disputes within the scheduling deadlines; (9) Orion IP, LLC's and Spangenberg's motion to compel disclosure of unredacted versions of the privileged letter sent by Anderson and the in camera testimony of Anderson will be denied because defendants have offered to release a redacted version of the transcript (dkt. #543) that contains all the information I relied upon to determine that Spangenberg's behavior was sanctionable.

In this case, Taurus's only objection to the actual amount requested by defendants is defendants' apportionment of those fees before and after this court's claim construction order. I have concluded that defendants are entitled to fees for the entire case; this moots Taurus's only objection to the amounts requested. Because Taurus makes no other objections to the amount of fees and expenses requested, and because defendants have submitted proper documentation of their expenses, billing rates and hours expended, defendants will be awarded the full amount requested, \$1,644,906.12.

C. Motion for Sanctions Against Orion and Spangenberg

Finally, defendants request sanctions against Taurus, Orion and Spangenberg for the trial costs and expenses incurred by defendants for their "litigation misconduct." Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness.

I have already ordered sanctions against Orion and Spangenberg for Spangenberg's role in Anderson's witness tampering. Nothing about defendants' contentions persuades me that I should add further sanctions for that behavior or that the other behavior was

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T-Mobile LTE Test Package Reference
Manual



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Table of Contents

Executive Summary.....	1
Scope of this Manual.....	1
Product Overview.....	3
T-Mobile USA LTE Carrier Acceptance Tests.....	3
Recommended PC Specification.....	3
Test System Requirements.....	3
Hardware and Software Options.....	4
MD8480C (E-Composition).....	4
MD8430A.....	5
MF6900A.....	6
Shielded Box.....	6
Installation.....	7
RTD Installation.....	7
Uninstallation of Existing Versions.....	7
Preparation.....	7
Rapid Test Designer (RTD) Installation.....	8
Test Package Installation.....	9
Package Contents.....	9
Installation on the RTD Control PC and Linux Server PC.....	9
Installation on the AAP Control PC.....	11
AAP Installation.....	12
AAP Overview.....	12
Preparation.....	12
AAP Platform Installation.....	12
Installing the MX843021A Firmware.....	13
Uninstallation.....	17
Configuration.....	19
Configuration for Windows® 7.....	19
Test System Configuration.....	20
Configuration for Testing.....	22
Signaling Tester Configuration.....	23
Configuring the Sample Cable Losses File.....	24
Configuring the Sample UE Proxy File.....	24
Linux Server Configuration.....	24
UICC Compatibility.....	24
Environmental Verification.....	25
Verifying IP Communication.....	25
Verifying the RTD Control PC Configuration.....	27
Configuration for Band Selection.....	28
Test Execution.....	31
Initial DUT Conditions.....	31

Circuit Switched Call Tests.....	31
Packet Switched Session Tests.....	31
UICC Programming.....	31
Execution from the RTD Control PC.....	32
AT Commands.....	32
T-Mobile USA LTE Test Packages.....	35
Test Package Details.....	35
Package 460: Subscription.....	36
Package 461: LTE SON.....	37
Package 461 Configuration.....	37
Package 461 Test Cases.....	39
TC-3.1.1.1: Intra-LTE, Intra-frequency ANR Measurements, New PCI Discovery, A3, RSRP, Fading Channel.....	39
TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel.....	44
TC-3.1.1.3: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A4, RSRP, Fading Channel.....	49
TC-3.1.1.4: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A4, RSRQ, Fading Channel.....	54
TC-3.1.1.5: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A5, RSRP, Fading Channel.....	59
TC-3.1.1.6: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A5, RSRQ, Fading Channel.....	64
TC-3.1.1.7: Intra-LTE, Intra-frequency (Band 4) ANR triggered Handover, New PCI Strongest Cell, A3, RSRP, Fading Channel.....	69
TC-3.1.1.8: Intra-LTE, Intra-frequency (Band 4) ANR triggered Handover, New PCI Strongest Cell, A3, RSRQ, Fading Channel.....	73
TC-3.1.1.9: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, New PCI Discovery, A4, RSRP, Fading Channel.....	77
TC-3.1.1.10: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, New PCI Discovery, A4, RSRQ, Fading Channel.....	82
TC-3.1.1.11: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, New PCI Discovery, A5, RSRP, Fading Channel.....	87
TC-3.1.1.12: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, New PCI Discovery, A5, RSRQ, Fading Channel.....	92
TC-3.1.1.13: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 4, Target Cell: Band 17, A5, RSRP, Fading Channel.....	97
TC-3.1.1.14: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 4, Target Cell: Band 17, A5, RSRQ, Fading Channel.....	101
TC-3.1.1.15: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 17, Target Cell: Band 4, A5, RSRP, Fading Channel.....	105
TC-3.1.1.16: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 17, Target Cell: Band 4, A5, RSRQ, Fading Channel.....	109
TC-3.1.1.17: LTE Intra-Frequency (Band 4) followed by Inter-Frequency (Band 4, Band 17) ANR Measurements.....	113
TC-3.1.1.18: LTE Intra-Frequency (Band 17) followed by Inter-Frequency (Band 17, Band 4) ANR Measurements.....	117
TC-3.1.1.19: LTE Inter-Frequency followed by Intra-frequency ANR Measurements.....	121

TC-3.1.1.20: LTE Inter-Frequency (Band 4, Band 17) followed by Intra-frequency (Band 4) ANR Measurements.....	125	
TC-3.1.1.21: Intra-LTE, Intra-frequency ANR Measurements, Event A3.....	129	
TC-3.1.1.22: Intra-LTE, Intra-frequency ANR Measurements, Event A4.....	134	
TC-3.1.1.23: Intra-LTE, Intra-frequency ANR Measurements, Event A5.....	139	
TC-3.1.1.24: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, Event A4.....	144	
TC-3.1.1.25: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, Event A4.....	149	
TC-3.1.1.26: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, Event A5.....	154	
TC-3.1.1.27: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, Event A5.....	159	
Package 462: LTE Mobility, Intra-RAT Network Selection and SMS.....	164	
Package 462 Configuration.....	164	
Package 462 Test Cases.....	166	
TC-1.1.1.1.3: LTE Normal MM Attach, From Power-Up (5 MHz Bandwidth).....	166	
TC-1.1.1.1.4: LTE Normal MM Attach, From Power-Up (15 MHz Bandwidth).....	168	
TC-1.1.1.1.5: LTE Normal MM Attach, From Power-Up (20 MHz Bandwidth).....	170	
TC-1.1.1.1.1: LTE Normal MM Attach, From Power-Up.....	172	
TC-1.1.1.1.2: LTE Normal MM Detach From Idle Mode.....	174	
TC-1.1.1.1.3: LTE MME - Originated Detach From Idle Mode.....	176	
TC-1.1.1.1.4: LTE Normal MM Detach From Active Mode.....	178	
TC-1.1.1.1.5: LTE MME - Originated Detach From Active Mode.....	180	
TC-1.1.1.1.6: LTE Normal MM Detach Due to Power-Down.....	182	
TC-1.1.1.1.7: Default EPS Bearer Establishment, Mobile-Originated.....	184	
TC-1.1.1.1.8: LTE SS-Originated Detach From Idle Mode.....	186	
TC-1.1.1.1.9: Dedicated EPS Bearer Establishment, Network Initiated.....	188	
TC-1.1.1.1.10: LTE TU Identification Procedure.....	190	
TC-1.1.1.1.11: Redirection to an Unsuitable Cell During Power up - LTE Band 4 to LTE Band 4.....	192	
TC-1.1.1.1.12: Redirection to a Non-Existent Intra-Band Cell During Power Up - LTE Band 4 to LTE Band 4.....	194	
TC-1.1.1.1.13: Redirection to an Unsuitable Cell During Power Up - LTE Band 17 to LTE Band 4.....	196	
TC-1.1.1.1.14: Redirection to a Non-Existent Intra-Band Cell During Power Up - LTE Band 17 to LTE Band 4.....	198	
TC-1.1.1.1.15: Redirection to an Unsuitable Cell During Power Up - LTE Band 4 to LTE Band 17.....	200	
TC-1.1.1.1.16: Redirection to a Non-Existent Inter-Band Cell During Power Up - LTE Band 4 to LTE Band 17.....	202	
TC-1.1.1.1.17: Verify Support of EEA2/EIA2 Encryption/Integrity Algorithms on LTE Network, RRC Messages.....	204	
TC-1.1.1.1.18: Verify Support of EEA2/EIA2 Encryption/Integrity Algorithms on LTE Network, NAS Messages.....	206	
TC-1.1.1.1.19: RRC Connection Reject with Wait Timer Set to 15; Finally Register to Second Best Band 4 LTE Cell.....	208	
TC-1.1.1.1.20: RRC Connection Reject with Wait Timer Set.....	210	
TC-1.1.1.1.21: Network-Originated RRC Connection Release, Move UE to New MME, Connected Mode..	212	
2	1	2
TC-1.1.1.1.22: LTE Downlink Radio Failure During Data Transfer, Inter-Band, Band IV to Band XVII, Candidate Cells in Same TA, X2 Interface Supported.....	214	
TC-1.1.1.1.23: LTE Handover, Band 4, Inter-Frequency, Candidate Cells in Same TA, X2 Interface Supported.....	216	
TC-1.1.1.1.24: EPS Bearer Modification, SS-Originated.....	218	
TC-1.1.1.1.25: Bearer Deactivation, Network-Initiated.....	220	

TC-1.1.1.26: LTE Downlink Radio Failure During Data Transfer, Intra-Band, Band 4, Candidate Cells in Same TA, X2 Interface Supported.....	222	
TC-1.1.1.27: Intra-frequency LTE Handover to a New Cell with a Different Bandwidth is Supported.....	224	
TC-1.1.1.28: The UE Shall Send the UE Network Capability Information to the MME During the Attach and Non-Periodic Tracking Area Update Procedure.....	226	
TC-1.1.1.29: RRC Connection Re-Establishment Following Radio Link Failure and Out-of-Service Handling.....	228	
TC-1.1.1.30: CS/PS Mode 1 of Operation: UE Registers to Both EPS and non-EPS Services and UE's Usage Setting is Voice Centric.....	230	
TC-1.1.1.31: Periodic Tracking Area Updates.....	232	
TC-1.1.1.32: RRC Connection Failure with Following Tracking Area Update Initiated by the UE.....	234	
TC-1.1.1.33: UE Capability Information.....	236	
TC-1.1.1.35: Event A1 (Serving becomes better than threshold) Shall be Supported and Event A2 (Serving becomes worse than threshold) Shall be Supported.....	238	
TC-1.1.1.36: Counter Check Procedure is Supported, Including Messages: Counter Check and Counter Check Response.....	240	
TC-1.1.1.39: The UE Shall Request for IPv4v6 PDN Type During E-UTRAN Initial Attach and UE Requested PDN Connectivity Procedures.....	243	
TC-1.1.1.40: UE Shall Support the ESM INFORMATION REQUEST as Defined in TS 24.301.....	245	
TC-1.1.1.44: A Tracking Area Update Procedure Shall be Initiated by UE after the RRC Connection was Released with Release Cause "load re-balancing TAU required".....	247	
TC-1.1.1.45: Absolute Priorities of Different E-UTRAN Frequencies are Supported. Priorities Provided to the UE in the RRCCconnectionRelease Message.....	249	
TC-1.1.1.46: The UE Shall Support the QoS for Default and Dedicated Bearers.....	252	
TC-1.1.1.47: QoS Class Identifiers (QCI) Shall be Supported as Defined in TS 24.301 and TS 23.203....		
2	5	5
TC-1.1.1.48: The UE Shall not Include any APN as Part of the Initial Attach Procedure.....	257	
TC-1.1.1.49: UE Shall Support E-UTRAN Un-ciphered Connections Using the "Null Ciphering Algorithm" EEA0.....	260	
TC-1.1.1.50: UE Initiated and Network Initiated Detach Procedure Shall be Supported as Defined in TS 24.301 when the UE Operates in PS Mode 1 or Mode 2.....	263	
TC-1.1.1.57: The UE Shall Support the Following Modes of Operation: CS/PS Mode 1 &2, PS Mode 1&2.....	265	
TC-1.1.1.58: EMM Cause Code UE Behaviors When the EMM Cause #12 "tracking area not allowed"...		
2	6	8
TC-1.1.1.60: Exchange of Protocol Configuration Options Shall be Supported According to TS 24.008...		
2	7	0
TC-1.1.1.61: UE Shall Support Enforcement of APN Aggregation Maximum Bit Rate (APN-AMBR) on the Uplink.....	273	
TC-1.1.1.66: The UE Shall Support Both IPv4 and IPv6 (dual-stack).....	275	
TC-1.1.1.67: The UE Shall Support the ESM STATUS Message and Act Upon the ESM Cause Value as Defined in TS 24.301.....	277	
TC-1.1.1.72: Multi-RAB Mobility Within LTE Shall be Independent of the Number of Active Bearers and Shall be Supported.....	279	
TC-1.1.1.74: Downlink 4x2 MIMO Shall Be Supported.....	281	
TC-1.1.1.75: LTE cat 3 is supported and reported to the network (DL:100Mbit/s UL:50Mbit/s) The indicated data rates are supported in every TTI -> sustained data rate. The device shall work properly in a 4x4 or 4x2 network configuration.....	284	
TC-1.1.1.76: UE Shall Support Wideband CQI Reporting.....	287	
TC-1.1.1.77: UE Shall Support Subband CQI Reporting.....	290	

TC-1.1.1.79: UE Shall Support Periodic CQI, PMI and RI Reporting.....	293
TC-1.1.1.82: LTE Normal MM Attach, From Power-Up Band XVII	295
TC-1.1.1.83: Both Long and Short DRX Support are Required for Connected Mode	297
TC-1.1.1.84: Semi-Persistent Scheduling DL+UL Assignment.....	300
TC-1.1.1.85: UE Shall Support TTI Bundling.....	303
TC-1.1.1.89: Recovery from RL Failure on DL Physical Channel with T311 timed out.....	305
TC-1.1.1.92: UE Shall Support MFB1: Inter-Band Cell Reselection, LTE Band 12 (Block A) to LTE Band 12 (Block B), Idle Mode.....	307
TC-1.1.1.93: LTE Normal MM Attach, From Power-Up (1.4 MHz bandwidth).....	309
TC-1.1.1.94: LTE Normal MM Attach, From Power-Up (3 MHz bandwidth)	311
TC-1.1.1.95: The UE Shall Support Intra LTE Handover Between 4x2 Capable to 2x2 Capable Cells....	
3	1
3	3
TC-4.1.1.4: LTE Manual-Mode PLMN Selection, Band IV.....	315
TC-4.1.1.5: Inter-Band Cell Reselection, Idle Mode.....	317
TC-4.1.1.6: Inter-Band Cell Reselection, LTE Band 17 to LTE Band 4, Idle Mode.....	319
TC-4.1.1.7: Cell Reselection with Cells of Same TA, Band 4, Idle Mode.....	321
TC-4.1.1.8: Cell Reselection with Cells of Same TA, Band 17, Idle Mode.....	323
TC-4.1.1.9: Cell Reselection with Cells of Different TA, Band 4, Idle Mode.....	325
TC-4.1.1.10: Cell Reselection with Cells of Different TA, Band 17, Idle Mode.....	327
TC-4.1.1.23: Rescan from LTE Band XVII to LTE Band IV on HPLMN rescan timer	329
TC-7.1.1.2: UE Shall Support SMS over SGs.....	331
Package 463: IRAT Mobility, IRAT SON & IRAT Network Selection and SMS.....	335
Package 463 Configuration.....	335
Package 463 Test Cases.....	337
TC-1.1.1.34: The LTE UE Shall Request for IPv4v6 PDP Type During PDP Context Activation Procedure when under GERAN/UTRAN Coverage.....	337
TC-1.1.1.37: Mobility From EUTRA Procedure is Supported, Including Mobility From EUTRA Command (can be used for handover to UTRAN or Cell Change Order to GERAN).....	339
TC-1.1.1.38: Redirection from LTE to GERAN Shall be Supported.....	341
TC-1.1.1.41-1: Inter-RAT Cell Reselection from EGPRS1900 Cell to LTE Cell (priority of E-UTRA cells is lower than the serving cell).....	343
TC-1.1.1.41-2: Inter-RAT Cell Reselection from EGPRS1900 cell to LTE Band 4 Cell Based on H_PRIO Criteria.....	345
TC-1.1.1.42-1: LTE to UMTS Reselection After Attach Accept with Sms Only and Ims Voice Not Supported.....	348
TC-1.1.1.42-2: LTE to UMTS Reselection after Attach Reject.....	350
TC-1.1.1.43: The UE Shall Set the "active" Flag in the TRACKING AREA UPDATE REQUEST Message When TAU Request was Triggered due to Redirection (from UTRAN) or CCO or Cell Reselection (from GERAN).....	352
TC-1.1.1.51: GERAN Measurements, Reporting and Measurement Reporting Event B2 in E-UTRA Connected Mode.....	354
TC-1.1.1.59: A Tracking Area Update Procedure Shall be Initiated by UE After Re-selection from GPRS READY State to E-UTRAN.....	357
TC-1.1.1.62: UE Shall Support RAT/PLMN Reselection Procedures as Described in 3GPP TS 24.301, 3GPP TS 24.008 and GSMA PRD IR.88 v7.0 for Roaming Scenarios when the E-UTRAN Attach is Rejected by the Visited MME.....	359
TC-1.1.1.63: Absolute Priority Based Cell Re-selection in UTRAN is Supported and Indicated by Rel-8 IE "Support for absolute priority based cell re-selection in UTRAN" if Enabled in the Device. Mandatory for E-UTRAN (LTE) Devices.....	361

TC-1.1.1.64: E-UTRA FDD Support Shall be Indicated in MS Radio Access Capability and Mobile Station Classmask 3.....	363
TC-1.1.1.65: IRAT Measurement from UTRAN to LTE Shall be Supported.....	365
TC-1.1.1.68: The Device Shall Support Coordination Between ESM and SM inter-RAT Change from E-UTRAN to GERAN or UTRAN.....	367
TC-1.1.1.69: The UE Shall Support Explicit Indication of Whether the Provided GUTI/P-TMSI is "native" or "mapped".....	370
TC-1.1.1.70: The UE Shall Support Idle Mode Signaling Reduction Function (ISR).....	372
TC-1.1.1.71: Priority based inter-RAT cell re-selection from E-UTRAN to GSM between GSM and UTRAN is supported.....	374
TC-1.1.1.73: Reselection from GERAN (packet transfer) to LTE Shall be Supported.....	377
TC-1.1.1.90: Recovery from Handover Failure.....	379
TC-4.1.1.1: Initial Cell Selection, LTE Band 4, From Power-Up.....	381
TC-4.1.1.2: Initial Cell Selection, LTE Band 17, From Power-Up.....	383
TC-4.1.1.3: Intra-RAT Cell Selection, HPLMN Not Available in LTE Band 4 or Band 17.....	385
TC-4.1.1.11: Inter-RAT Cell Selection to UMTS Band 2 from Power-Up, No LTE Service Available.....	387
TC-4.1.1.12: Inter-RAT Cell Selection to UMTS Band IV from Power-Up, No LTE Service Available.....	
3	8
TC-4.1.1.13: Inter-RAT Cell Selection to EGPRS1900 from Power-Up, No LTE or UMTS Service Available.....	391
TC-4.1.1.14: Inter-RAT Cell Selection to EGPRS850 Cell from Power-Up, No LTE or UMTS Service Available.....	393
TC-4.1.1.15: Inter RAT Cell Reselection from UMTS Band 2 to LTE (Evaluation of SIB 19).....	395
TC-4.1.1.16: Inter RAT Cell Reselection from UMTS Band IV to LTE (Evaluation of SIB 19).....	397
TC-4.1.1.17: Inter-RAT Cell Reselection to UMTS Band IV Cell when LTE Cell is Unavailable.....	399
TC-4.1.1.18: Inter-RAT Cell Reselection to UMTS Band II Cell when LTE Cell is Unavailable.....	401
TC-4.1.1.19: Inter RAT Cell Reselection to GSM 1900 when UMTS and LTE Cells are Unavailable.....	403
TC-4.1.1.20: UMTS/URA_PCH to LTE Reselection, HPLMN Timer in Idle Mode, Serving PLMN in USIM OPLMN Selector List.....	405
TC-4.1.1.21: UMTS/Cell_PCH to LTE Reselection, HPLMN Timer In Idle Mode, Serving PLMN in USIM OPLMN Selector List.....	407
TC-4.1.1.22: Rejection from UTRAN cell due to congestion with redirection info to EUTRAN.....	409
TC-5.1.1.1: WCDMA ANR Measurements followed by IRAT Redirection (LTE, WCDMA 1900) and Reselection to LTE.....	411
TC-5.1.1.2: IRAT Measurement from LTE to UTRAN Shall be Supported And Event B1 (Inter RAT neighbor becomes better than threshold) Shall be Supported.....	414
TC-5.1.1.3: ANR Shall be Supported for IRAT to GERAN (See FGI19 and 23).....	417
TC-7.1.1.1: SMS Solution Shall Seamlessly Interwork with SMS on 2G/3G on RAT Change.....	420
Package 464: CSFB.....	427
Package 464 Configuration.....	427
Package 464 Test Cases.....	429
TC-2.1.1.1: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 850 UTRAN.....	429
TC-2.1.1.2: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 1900 UTRAN.....	432
TC-2.1.1.3: MO Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....	435

TC-2.1.1.4: MO Call in Active Mode, CSFB, After CSFB call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....	4	3	8
TC-2.1.1.5: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			441
TC-2.1.1.6: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			444
TC-2.1.1.7: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			447
TC-2.1.1.8: MO Call in Idle Mode, CSFB, Return to E-UTRA after CS call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			450
TC-2.1.1.9: MT Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 850 UTRAN.....			453
TC-2.1.1.10: MT Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			456
TC-2.1.1.11: MT Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 850 UTRAN.....			459
TC-2.1.1.12: MT Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....			
TC-2.1.1.13: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....	4	6	2
TC-2.1.1.14: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			465
TC-2.1.1.15: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118,CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			468
TC-2.1.1.16: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....			471
TC-2.1.1.18: UE Shall Perform Location Update if the LA of the New Cell is Different from the One Stored After CSFB.....			477
TC-2.1.1.20: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 17 LTE to 850 UTRAN.....			480
TC-2.1.1.21: UE Shall Support RAN Information Management (RIM).....			483
TC-2.1.1.22: MO Call on LTE cell, CSFB to GSM 1900.....			485
TC-2.1.1.23: MT Call while UE is on LTE cell, CSFB to GSM 1900.....			487
TC-2.1.1.24: MT Call while UE on PS Session on LTE, CSFB to GSM and PS Session is Suspended.....			489
TC-2.1.1.25: MO + PS Call on LTE Cell, CSFB to GSM 1900 and PS Session is Suspended.....			491
TC-2.1.1.26: CSFB with an Emergency Call for GSM			493
Package 465: CA Protocol.....			495
Package 465 Configuration.....			495
Package 465 Test Case.....			498
TC-11.1.1.1: Verify CA with 2x2 MIMO.....			498
TC-11.1.1.2: PCS 5 MHz, AWS 5 MHz.....			500
TC-11.1.1.3: PCS 5 MHz, AWS 10 MHz.....			502

TC-11.1.1.4: Verify CA with PCS 10MHz, AWS 5MHz.....	504	
TC-11.1.1.5: UE Capability and BCS Indicated for Carrier Aggregation.....	506	
TC-11.1.1.6: Transition from Dual Carrier to Single Carrier Mode.....	508	
TC-11.1.1.7: Handover from CA Cell to Non CA Cell (B4 or B2), Band 4 is PCell and B2 is SCell.....	511	
TC-11.1.1.8: Handover from Non CA to CA cell.....	514	
TC-11.1.1.9: CSFB call (MO) during PS Carrier Aggregation session, fall back to U1900.....	516	
TC-11.1.1.10: CSFB call (MT) during PS Carrier Aggregation session, fall back to U1900.....	519	
TC-11.1.1.11: CSFB call (MO) during PS Carrier Aggregation session, fall back to U1700.....	522	
TC-11.1.1.12: CSFB call (MT) during PS Carrier Aggregation session, fall back to U1700.....	525	
TC-11.1.1.13: Load Balancing : Single Carrier Setup on B4.....	528	
TC-11.1.1.14: Load Balancing : Single Carrier Setup on B2.....	531	
TC-11.1.1.15: Carrier Aggregation: Verify CA with DRX.....	534	
TC-11.1.1.16: Reconfiguration and Activation of SCell (PCell Band 2, 5MHz + SCell Band 4, 10MHz)....		
5	3	6
TC-11.1.1.17: Inter Frequency HO due to load balancing (A4 event) (PCell Band 2, 5MHz + SCell Band 4, 5MHz).....	539	
TC-11.1.1.18: Setup of P Cell and S Cell (PCell Band 2, 5MHz + SCell Band 4, 10MHz).....	541	
TC-11.1.1.19: Idle mode priority with CA.....	546	
TC-11.1.1.20: SCell Activation, Deactivation (PCell Band 2, 5MHz + SCell Band 4, 10MHz).....	548	
TC-11.1.1.21: CA is Deconfigured and Re Assigned (PCell Band 2, 10MHz + SCell Band 4, 5MHz <--> PCell Band 2, 10MHz + SCell Band 4, 5MHz).....	552	
TC-11.1.1.22: Carrier Aggregation Hand Over from EUTRAN (PCell Band 2, 5MHz + SCell Band4, 10MHz) to EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz).....	556	
TC-11.1.1.23: Intra Frequency Hand Over from EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to Non CA EUTRAN (Band2, 10MHz).....	560	
TC-11.1.1.24: Carrier Aggregation: Inter Frequency Hand Over due to Loading (A4 Event) Serving Cell (PCell Band2, 5MHz + SCell Band4, 10MHz) to Target Cell (Band4, 10MHz).....	564	
TC-11.1.1.25: Inter Frequency Hand Over from EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to Non CA EUTRAN (Band4, 10MHz).....	568	
TC-11.1.1.26: Redirect from CA EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to UTRAN Band 2.....	572	
TC-11.1.1.27: Carrier Aggregation: LTE with CA (VoLTE call) - LTE with CA; CS call continued and PS session continued.....	576	
TC-11.1.1.28: Carrier Aggregation: LTE with CA (VoLTE call) - LTE with Non CA; CS call continued and PS session continued Serving Cell (PCell Band2 5MHz + SCell Band4 10MHz) To Target Cell Band4 10MHz.....	580	
TC-11.1.1.29: LTE with Carrier Aggregation (PCell Band2, 5MHz + SCell Band4, 10MHz) - CSFallback MT call to UTRAN Band 2.....	584	
TC-11.1.1.30: LTE with Carrier Aggregation (PCell Band2, 5MHz + SCell Band4, 10MHz) - CSFallback MO Emergency call to GERAN Band 1900.....	589	
TC-11.1.1.31: Redirect from CA EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to GSM 1900....	593	
TC-11.1.1.32: Carrier Aggregation: Inter Frequency Hand Over: CA to no CA <-> No CA to CA Serving Cell (PCell Band2, 10MHz + SCell Band4, 5MHz) to First Target Cell (Band4, 5MHz) to Second Target Cell (PCell Band 4, 5Mhz + SCell Band2, 10Mhz).....	597	
TC-11.1.1.33: Carrier Aggregation: Inter Frequency Hand Overs due to (A5 Event) Between (PCell Band2, 10MHz + SCell Band4, 5MHz) —> Target PCell (Band4, 5MHz) —> (PCell Band2, 10MHz + SCell Band4, 5MHz).....	602	
Package 466: CA Data Performance.....	606	
Package 466 Configuration.....	606	
Package 466 Test Cases.....	608	

TC-13.1.1.1 (200.503): 2x2 MIMO,TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=5000 kbps.....	608
TC-13.1.1.2 (200.504): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	610
TC-13.1.1.3 (200.505): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	612
TC-13.1.1.4 (200.507): 2x2 MIMO,TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	614
TC-13.1.1.5 (200.511): 2x2 MIMO,TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps.....	616
TC-13.1.1.6 (200.517): 2x2 MIMO, TM3 OLSM, Power Sweep lor -60 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA70, Correlation Low, SNR 25, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3.....	618
TC-13.1.1.7 (200.521): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 12, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	620
TC-13.1.1.8 (200.522): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 12, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	622
TC-13.1.1.9 (200.571): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	624
TC-13.1.1.10 (200.572): 2x2 MIMO,TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 10 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=7000 kbps.....	626
TC-13.1.1.11 (200.573): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=21000 kbps.....	628
TC-13.1.1.12 (200.574): 2x2 MIMO,TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 10 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=36000 kbps.....	630
TC-13.1.1.13 (200.575): 2x2 MIMO,TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	632
TC-13.1.1.14 (200.581): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=136000 kbps.....	634

TC-13.1.1.15 (200.582): 2x2 MIMO, TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=10000 kbps.....	636
TC-13.1.1.16 (200.583): 2x2 MIMO, TM3 OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=28000 kbps.....	638
TC-13.1.1.17 (200.584): 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=48000 kbps.....	640
TC-13.1.1.18 (200.585): 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=136000 kbps.....	642
Package 467: Data Performance	644
Package 467 Configuration.....	644
Package 467 Test Cases.....	646
TC-9.1.1.5: 4x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps.....	646
TC-9.1.1.6: 4x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation Duration 60 sec, Repetition 3, Final P/Fs (kbps)=2000 kbps.....	648
TC-9.1.1.7: PRD #60215 300.007: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=2000 kbps....	
6 5 0	
TC-9.1.1.8: PRD #60215 300.008: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps...	
6 5 2	
TC-9.1.1.9: 4x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	654
TC-9.1.1.10: 4x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=2000 kbps.....	656
TC-9.1.1.11: 4x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=3700 kbps.....	658
TC-9.1.1.12: 4x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	660
TC-9.1.1.13: 4x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=3000 kbps.....	662
TC-9.1.1.14: 4x2 MIMO, TM2, Transmit Diversity, Power Sweep lor -78 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4, EVA70 Correction Low, SNR 25, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3.....	664

TC-9.1.1.15: 4x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=4000 kbps.....	666
TC-9.1.1.16: PRD #60215 300.015: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, EVA5 Correlation Medium, SNR 10, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=2000 kbps.....	668
TC-9.1.1.17: PRD #60215 300.016: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, EPA5 Correlation Medium, SNR 20, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	670
TC-10.1.1.1: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps, as per PRD 200.016.....	672
TC-10.1.1.2: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps.....	674
TC-10.1.1.3: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=12000 kbps.....	676
TC-10.1.1.4: 2x2 MIMO, TM4, CLSM Conducted UDP Throughput - Downlink, IPV4, Static, SNR none, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps	678
TC-10.1.1.5: 2x2 MIMO, TM4, CLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	680
TC-10.1.1.6: 2x2 MIMO, TM4, CLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=12500 kbps	682
TC-10.1.1.7: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	684
TC-10.1.1.8: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	686
TC-10.1.1.9: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	688
TC-10.1.1.10: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps.....	690
TC-10.1.1.11: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=25000 kbps.....	692
TC-10.1.1.12: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput – Downlink, IPV4, EVA5 Correction Medium, SNR 10 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	694
TC-10.1.1.13: 2x2 MIMO, TM2, Transmit Diversity, Conducted FTP Throughput - Downlink, IPV4, Fading ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	696

TC-10.1.1.14: 2x2 MIMO, TM2, Transmit Diversity, Conducted FTP Throughput - Downlink, IPV4, Fading ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=3500 kbps.....	698
TC-10.1.1.15: 2x2 MIMO, TM2, Transmit Diversity, Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	700
TC-10.1.1.16: 2x2 MIMO, TM2, Transmit Diversity, Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=3000 kbps.....	702
TC-10.1.1.17: 2x2 MIMO, TM2, Transmit Diversity, Power Sweep Ior -78 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4, EVA70 Correction Low, SNR 25, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3.....	704
TC-10.1.1.18: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, static, SNR none, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=25000.....	706
TC-10.1.1.19: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	708
TC-10.1.1.20: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000.....	710
TC-10.1.1.21: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, ETU70, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4500 kbps.....	712
TC-10.1.1.22: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, ETU300, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	714
TC-10.1.1.23: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	716
TC-10.1.1.24: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	718
TC-10.1.1.25: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, static, SNR none, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=26000.....	720
TC-10.1.1.26: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 , 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	722
TC-10.1.1.27: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=15000.....	724
TC-10.1.1.28: 2x2 MIMO, TM3, OLSM Conducted UDP Throughput - Downlink, IPV4/IPV6, ETU70, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	726
TC-10.1.1.29: 2x2 MIMO, TM3, OLSM Conducted UDP Throughput - Downlink, IPV4/IPV6, ETU300, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	728

TC-10.1.1.30: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	730
TC-10.1.1.31: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	732
TC-10.1.1.32: 2x2 MIMO, TM3, OLSM Power Sweep Ior -60 to -116 Step -2dBm UDP Throughput - Downlink, IPV4/IPV6, EVA70, SNR 25, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3.....	734
TC-10.1.1.33: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR none, 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=30000 kbps.....	736
TC-10.1.1.34: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU70 Low, SNR 0 , 5 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	738
TC-10.1.1.35: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, EVA5, SNR 10, 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=6000 kbps.....	740
TC-12.1.1.1: 100.13 HTTP Download on LTE Simulator - No Noise, No Fading 5 MB Size Web Page with 10 Embedded Images 500 KB Each.....	742
TC-12.1.1.2: 100.14 HTTP Download on LTE Simulator - No Noise, No Fading 10 MB Size Web Page with 10 Embedded Images 1 MB Each.....	744
TC-12.1.1.3: 100.15 HTTP Download on LTE Simulator - No Noise, No Fading 15 MB Size Web Page with 15 Embedded Images 1MB Each.....	746
TC-12.1.1.4: 100.16 HTTP Download on LTE Simulator - No Noise, No Fading 20 MB Size Web Page with 20 Embedded Images 1 MB Each.....	748
TC-12.1.1.5: 100.17 HTTP Download on LTE Simulator- G=0dB, EVA5, 1 MB Size Web Page with 19 Embedded Images 50KB Each.....	750
TC-12.1.1.6: 100.12 HTTP Download on LTE Simulator - G=0dB, EPA5, 1 MB Size Web Page with 19 Embedded Images 50KB Each.....	752
Package 468: VoLTE and IMS	754
Package 468 Configuration.....	754
Package 468 Test Cases.....	756
TC-6.1.1.1: The UE Shall Activate Default Bearer with QCI=5 to be Used for SIP Signalling.....	756
TC-6.1.1.2: The UE Shall Request Connectivity to the IMS PDN Even if the Preceding Connectivity Request to the Internet PDN Fails.....	758
TC-6.1.1.3: The UE Shall Activate Default Bearer to the Well-known IMS PDN After Establishment of the Default Bearer to the Internet PDN.....	761
TC-6.1.1.4: The UE Shall Support Connections to Multiple PDNs.....	763
TC-6.1.1.5: 1.The UE Shall Use the P-CSCF IP Addresses in the PCO IE to Send the IMS Registration to the Selected P-CSCF. 2.The DNS and P-CSCF IP Addresses Shall be Passed to the UE in the PCO IE field.....	765
TC-6.1.1.6: The UE Shall Support a QCI=1 for Network Initiated Dedicated Bearers for the IMS PDN.....	767
TC-6.1.1.7: The UE Shall Handle the Error 500 from the Network.....	770
TC-6.1.1.8: The UE Shall be Able to Register ICSI and IARI Values.....	772
TC-6.1.1.9: The UE Shall Support IMS Restoration Procedures.....	774
TC-6.1.1.10: The UE Shall Format the UA String as Defined in RFC 2616.....	776

TC-6.1.1.11: The UE Shall De-register and re-register According to the Retry Scheme Defined for the Particular UE if P-Associate-URI is Missing.....	778
TC-6.1.1.12: The User-Agent Shall Have Maximum 50 Characters.....	780
TC-6.1.1.14: The UE shall support a minimum of 6 bearers (default and dedicated) which can be activated simultaneously.....	782
TC-7.1.1.3: The UE Shall Support SMS over-IP.....	784
TC-7.1.1.4: The UE Shall Use Correct TP-Address, SMS Text and The From-URI in SIP MESSAGE for MO SMS over IP.....	786
TC-7.1.1.5: The UE Shall Implement the Roles of an SM-over-IP Sender According to the Procedures in Sections 5.3.1 in 3GPP TS 24.341P (MO) to Multiple Recipients.....	788
TC-7.1.1.6: Phase II Depth - Develop Test "UE Shall Receive Mobile Terminated SMS over IMS".....	790
TC-8.1.1.1: The UE Shall Support the Procedures for P-CSCF Discovery via EPS.....	792
TC-8.1.1.2: IR 92 Compliant Voice Centric UE Shall Register for CSFB if IMS Registration Fails, Regardless of IMS PDN Connectivity.....	794
TC-8.1.1.3: A UE with VoLTE Support Shall Meet IR 92 Compliance.....	796
TC-8.1.1.5: UE Shall Support the Adaptive Multi-Rate (AMR) Speech Codec.....	798
TC-8.1.1.6: The UE Shall Support DTMF Events.....	800
TC-8.1.1.7: VoLTE Capable UE Shall Support Globally Routable UA URI (GRUU).....	802
TC-8.1.1.8: TS 23.216 v10.2.0 (12/2011) Shall be Fully Supported (SRVCC).....	804
TC-8.1.1.9: The UE shall support IMS emergency sessions (VoLTE Control plane)	807
TC-8.1.1.10: UE shall support SRVCC for IMS emergency sessions (VoLTE Control plane)	810
TC-8.1.1.11: A UE with VoLTE Support Shall Meet IR 92 Compliance - MO VoLTE Call Release	814
TC-8.1.1.12: SMS While in VoLTE Call.....	816
TC-8.1.1.15: Inter-system mobility / E-UTRA voice to UTRA CS voice / Unsuccessful case / Retry on old cell / SRVCC.....	818
TC-8.1.1.16: MT Call Ignored/Rejected.....	821
TC-8.1.1.17: Cancelling/Ending MT call.....	823
TC-8.1.1.18: Ringing Timer Expired.....	825
TC-8.1.1.19: VoLTE: Call Waiting.....	827
TC-8.1.1.20: VoLTE: Call Hold.....	829
TC-8.1.1.21: VoLTE: Caller ID.....	832
TC-8.1.1.24: Inter-system Mobility. E-UTRA MO Voice to UTRA CS Voice. SRVCC. Codec Modification LTE AMR-WB to UMTS AMR-NB Mode 12.2 7.95 5.9 4.75.....	834
TC-8.1.1.25: IMS PRD Breadth #60443: Develop Test "The UE Shall Use From: Header to Identify the Calling Party if the P-Asserted-Identity (PAI) Header is not Present or if the PAI Header is Empty for MT calls".....	837
TC-8.1.1.26: The UE Shall Attempt the Emergency Call on the CS Domain when it is in Limited Service Mode in LTE.....	839
TC-8.1.1.27: UE with VoLTE Support Shall Support Additional Addressing Mechanism. We are Checking 7 Digits Phone Numbers in this Test.....	841
TC-8.1.1.29: The UE Shall be Able to Enable the Option to Register Emergency Services Through IMS and Voice Would be Done Through CSFB: If VoPS Flag is False while EMS is True then the UE Shall Attempt Circuit Switch Call First as per 3GPP 23.167	843
TC-8.1.1.30: A UE with VoLTE Support Shall Support IMPU Assignment.....	846
TC-8.1.1.31: The UE Shall not Initiate SIP Registration when the ISIM Service Table does not Indicate the Availability of the GBA Service.....	848
TC-8.1.1.32: Emergency Call on the CS Domain when the UE Does not Support VoLTE, i.e. for LTE Devices with CSFB.....	850
TC-8.1.1.35: The UE shall be able to enable the option to register all services (including VoLTE) through IMS except for E911 voice (E911 voice would be done through CSFB) while in LTE.....	852

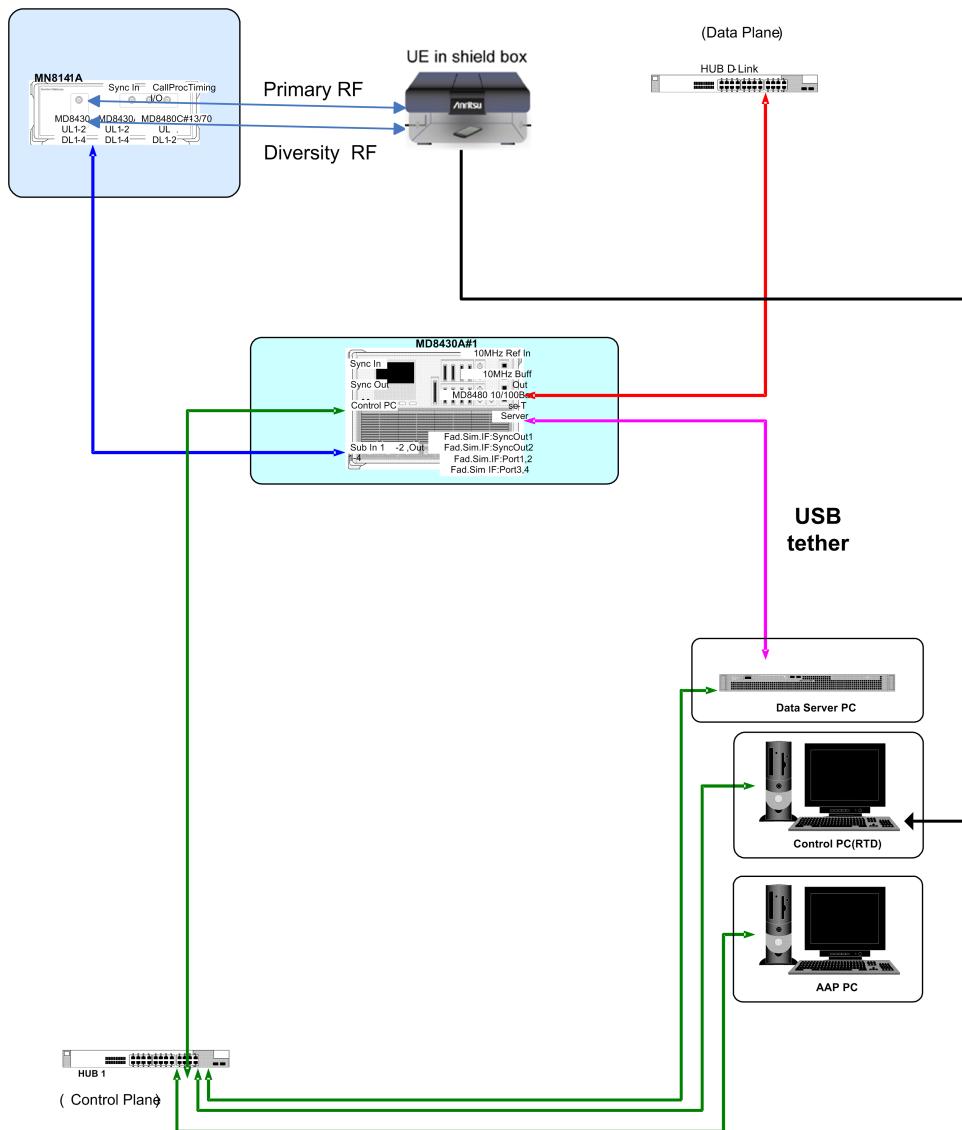
TC-8.1.1.37: The UE Shall Support 380 Redirect to Connect to an Alternate RAT During the Emergency Call Procedure	855
TC-8.1.1.38: Initiating an Emergency Call when IMS PS Voice Supported but no Support for Emergency Bearer	859
TC-8.1.1.39: The UE Shall Support P-Preferred-Service Header	861
TC-8.1.1.40: The UE Shall be Able to Enable the Option to Register all Services (including VoLTE) Through IMS Except for E911 Voice (E911 voice would be done through CSFB) while in LTE.....	863
TC-8.1.1.41: The UE Shall Use the P-Preferred-Identity in all SIP Requests	866
TC-8.1.1.42: SIP Registration Refresh on RAT changes.....	868
TC-8.1.1.45: The UE Shall be Able to Enable the Option to Register all Services Except Voice through IMS.....	871
TC-8.1.1.48: Upon a VoLTE Call Failure, the UE Shall Perform Retry on CS Domain on which the UE has Successfully Attached.....	873
TC-8.1.1.49: The UE Supports AMR-WB Codec Modes.....	875
TC-8.1.1.50: The UE Supports AMR Codec Modes.....	877
TC-8.1.1.51: Upon a VoLTE Emergency Call Failure, the UE Shall Perform Retry on CS Domain in which the UE has Successfully Attached.....	879
TC-8.1.1.53: The UE Shall Override Locally Generated Communication Progress when it Detects an In-band Information is Received from the Network as Early Media as Described in 3GPP TS 24.628.....	882
TC-8.1.1.54: The UE Shall Use the P-Asserted-Identity to Identify the Calling Party for MT Calls as Defined in RFC 3325	885
TC-8.1.1.55: Inter-system mobility / E-UTRA voice to GSM CS voice / SRVCC.....	888
TC-8.1.1.56: IMS PRD#60239: Mobile Originated Call - 480 Temporarily Unavailable Response Received	891
TC-8.1.1.57: Call Rejected due to Offered Media Format not Supported.....	893
TC-8.1.1.58: VoLTE Call Rejected due to Missing SDP	895
TC-8.1.1.59: Received SDP Answer without ptime Attribute.....	897
TC-8.1.1.60: Voice Mail Support.....	899
TC-8.1.1.61: Ringing Timer Stopped due to Call Cancelled.....	901
TC-8.1.1.62: Call Teardown - Network Initiated.....	903
TC-8.1.1.63: VoLTE: Call Rejected while Two Calls in Progress.....	905
TC-8.1.1.64: Mute / Un-Mute of Call Audio During VoLTE Call.....	908
TC-8.1.1.66: VoLTE: Conference Call Support	911
TC-8.1.1.67: The UE Shall Support DTMF Events During VoLTE Call and Intra LTE HO.....	914
TC-8.1.1.68: IMS PRD#60245: Switching Between VoLTE Calls - Received VoLTE Call while on Active Call.....	917
TC-8.1.1.69: MT - Originating Device is SIP Session Refresher, and Session Expires due to Originating Device.....	921
TC-8.1.1.70: MT - Terminating Device Assumes SIP Session Refresher Role.....	923
TC-8.1.1.71: MO Call Forwarding to Voice Mail – Received SIP 180 Ringing without SDP Answer.....	925
TC-8.1.1.73: VoLTE: RTP Inactivity Timer Expires while VoIP Call Active.....	927
TC-8.1.1.75: I Video Calls: Develop Test "Video Call Attempt, MT Device Accepts as VoIP Only".....	929
TC-8.1.1.76: Phase II Depth: DTMF during SRVCC to GSM.....	931
TC-8.1.1.78: Inter-system Mobility. E-UTRA PS Voice + PS to UTRA CS Voice + PS. SRVCC + PS.....	934
TC-8.1.1.80: Phase II Depth: Inter-system mobility / E-UTRA voice + PS data to GSM CS voice /SRVCC, PS data suspend on LTE.....	937
TC-8.1.1.81: PRD#62144: LTE (Band 4) to 2G (1900) with SRVCC without the PS Handover and without TMSI Reallocation.....	940

TC-8.1.1.82: PRD#62203: VoLTE Call to 3G (which is not available), Return to LTE Using Re-invite in IMS and Continue the Call with Data Transfer.....	943
TC-8.1.1.83: PRD#62203: VoLTE Call to 2G (which is not available), Return to LTE Using Re-invite in IMS and Continue the Call with Data Transfer.....	946
TC-8.1.1.85: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Establish a New Call and Swap Calls.....	949
TC-8.1.1.86: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Establish a New Call and Merge Calls.....	952
TC-8.1.1.87: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Dial USSD.....	955
TC-8.1.1.88: PRD#62144: After SRVCC (LTE to 2G) Call, Reject the New Incoming Call and Continue with SRVCC Call.....	958
TC-8.1.1.89: PRD#62144: After SRVCC (LTE to 2G), Place MO SMS which will not Affect the Voice Call.....	961
TC-8.1.1.90: PRD#62144: After SRVCC (LTE to 2G), Send MT SMS which will not Affect the Voice Call.....	964
TC-8.1.1.97: The IR.92 Capable UE Shall Support Forking: Second dialog is not answered, call proceeds on first dialog.....	967
TC-8.1.1.97_2: The IR.92 Capable UE Shall Support Forking: First dialog is not answered, Call proceeds on second dialog.....	970
TC-8.1.1.97_3: The IR.92 Capable UE Shall Support Forking: 7 forked dialogs. Call connected on seventh dialog. All other have no answer.....	973
TC-8.1.1.97_4: The IR.92 Capable UE Shall Support Forking: Neither of the two dialogs are answered, call times out.....	976
TC-8.1.1.126: The Codec Mode Set Config-WB-Code=0 {AMR-WB modeset=0, 1, 2/AMR-WB 12.65, AMR-WB 8.85 and AMR-WB 6.60} Shall be Supported - SCR Enabled Mode.....	978
TC-8.1.1.127: The Codec Mode Set Config-NB-Code=1 (12.2kbit/s, 7.4kbit/s, 5.9kbit/s and 4.75kbit/s) for AMR NB Shall be Supported - SCR Enabled Mode.....	981
Package 470: VoLTE Video IR.94.....	984
Package 470 Configuration.....	984
Package 470 Test Cases.....	986
TC-14.1.1.5: Dedicated Bearer (PRD#62219).....	986
TC-14.1.1.6: H.264 Video Codec (PRD#62220).....	988
TC-14.1.1.7: RTP and RTCP Support (PRD#62283).....	990
TC-14.1.1.8: INVITE for Video Call (PRD#62309).....	992
TC-14.1.1.9: Voice and Video Description (PRD#62323).....	994
TC-14.1.1.10: Duplex Channel in SDP (PRD#62324).....	996
TC-14.1.1.11: Initiate MO Video Call from Address Book. Verify audio and video sync during video call (PRD#62288).....	998
TC-14.1.1.13: Initiate MO Video Call from Address Book. Perform SRVCC to 3G Cell and downgrade to audio call (PRD- 62236).....	1000
TC-14.1.1.13_2: Initiate MO Video Call from Address Book. Perform SRVCC to 2G Cell and Downgrade to Audio Call (PRD- 62236).....	1003
TC-14.1.1.14: DUT Registration, Authentication with IMS and Subscription/Termination to/from regEvent.....	1006
TC-14.1.1.21: Verify DUT Transmits Audio and Video Payload Using User Datagram Protocol (UDP) (PRD#62289).....	1008
TC-14.1.1.23: Verify DUT Supports SIP URIs for Identities According to RFC 3261 (PRD#62240).....	1010
TC-14.1.1.24: Initiate MO Video Call from Address Book. Verify the Device Includes the Video Media Feature Tag in the Contact Header and Accept-Contact Header of the SIP INVITE Message for Establishing a Video Call to Indicate Device Video Capabilities (PRD#62311).....	1012

TC-14.1.1.25: Initiate MO Video Call from Address Book. Verify the Device Includes the ICSI Media Feature Tag in the Contact Header and Accept-Contact Header of the SIP INVITE Message for Establishing a Video Call to Indicate the Device Preferences when Setting up the Call (PRD#62313).....	1014
TC-14.1.1.26: The Device Must Support the Offer Response Model for SDP Negotiation for Video Call Setup as Described in RFC 3264 and RFC 6337 (PRD#62317).....	1016
TC-14.1.1.29: The Device Must Include the Video Media Feature Tags Irrespective of Video Media Being Present in SDP or Not (PRD#62312).....	1018
TC-14.1.1.30: The Device Must Include the ICSI and Video Media Feature Tags Even if the Message does not Contain any Video SDP Media Description in the Payload (PRD#62315).....	1021
TC-14.1.1.35: Device Must Publish the Service Availability Containing Tuple Element. Tuple Element Must Contain <status> (PRD 62261).....	1024
TC-14.1.1.37: DUT Registration, Publish with Presence Capabilities.....	1026
TC-14.1.1.38: DUT Registration, the Video Feature Tag in SUBSCRIBE.....	1028
TC-14.1.1.39: DUT Registration, Video Presence Notifications.....	1030
TC-14.1.1.40: DUT Registration, Process the Notifications and Update the Presence Status for the Contacts.....	1032
TC-14.1.1.45: The Presence Client Must Persistently Store the Video Calling Capability Indicator for Each Eligible Contact.....	1034
Package 471: VoLTE aSRVCC and eSRVCC	1037
Package 471 Configuration.....	1037
Package 471 Test Cases.....	1039
TC-8.1.1.91: PRD#62149: SRVCC to 3G, MO Call in Alerting Phase.....	1039
TC-8.1.1.92: PRD#62149: SRVCC to 3G, MT Call in Alerting Phase.....	1042
TC-8.1.1.93: PRD#62149: SRVCC to 2G, MO Call in Alerting Phase.....	1045
TC-8.1.1.94: PRD#62149: SRVCC to 2G, MT Call in Alerting Phase.....	1048
TC-8.1.1.95: PRD#62150: SRVCC to 3G, One Active Call + One Call on Hold.....	1051
TC-8.1.1.96: PRD#62150: SRVCC to 2G, One Active Call + One Call on Hold.....	1054
Troubleshooting.....	1057
Glossary.....	1059
Abbreviations.....	1059
Definitions.....	1065
Anritsu Global Addresses.....	1069

Test System Configuration

The figure below shows the standard hardware and software configuration for LTE Carrier Acceptance Testing.



Note: Certain package options also require an MD8480C signaling tester or MF6900A fading simulator. Full details of the specific requirements for each LTE test package are provided in section, [T-Mobile USA LTE Test Packages](#).

Line Color Code	Connection
—	Connects the Sub In 1-2, Out 1-4 of MD8430A#1 to the UL 1-2 and DL 1-4 of MN8141A.
—	Connects the MN8141A to the DUT in shield box. The two connections represent Primary RF and Diversity RF.
—	Connects the following to the HUB 1 (Control Plane): <ul style="list-style-type: none"> • Data Server PC

TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel

Test Purpose

This test verifies the following DUT capabilities:

- Support of event A3 measurement
- Support of intra-frequency report CGI measurement
- Support of long DRX and MAC DRX command

Conformance Requirement

Refer to the following 3GPP technical specifications for behavior:

- 3GPP TS 36.214
- 3GPP TS 36.321 clause 5.7
- 3GPP TS 36.331

Test Configuration and Environment

Network Cell Configuration:

- Cell 1: LTE cell, Band 4, DL EARFCN = 2175
- Cell 2: LTE cell, Band 4, DL EARFCN = 2175
- Cell 3: LTE cell, Band 4, DL EARFCN = 2175
- Cell 4: LTE cell, Band 4, DL EARFCN = 2175

The USIM has default contents.

Initial Environment Conditions

The DUT is in automatic PLMN selection mode.

Cell	Power Level	Radio Access Technology
1	-85 dBm	E-UTRAN
2	OFF	E-UTRAN
3	OFF	E-UTRAN
4	OFF	E-UTRAN

Test Preamble

1. The SS prompts the user to power off the DUT, and configures LTE Cell 1 and LTE Cell 2.

Test Procedure

The test procedure is as follows:

Step 1:

1. The SS configures and activates LTE Cell 1.

Step 2:

1. The SS prompts the user to power on the DUT.
2. The SS waits for LTE Cell 1 RRC Connection Request from the DUT.
3. The SS handles the registration of the DUT for LTE Cell 1.

Subject: R: Sisvel & Eglia Corp - LTE follow-up

Date: Thursday, July 28, 2016 at 3:34:57 AM Eastern Daylight Time

From: Davide Ferri

To: Edwin Hernandez, PhD, Sumi Helal

Dear Edwin, Dear Sumi,
would you be so kind in updating us about this project ?

Looking forward to hearing from you,
Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Davide Ferri

Inviato: venerdì 8 luglio 2016 12:56

A: 'Edwin Hernandez, PhD' <edwinhm@eglacorp.com>; Sumi Helal <sumi.helal@gmail.com>

Oggetto: Sisvel & Eglia Corp - LTE follow-up

Dear Edwin, Dear Sumi,
please find attached the NdA we would kindly ask you to evaluate and if possible execute to move forward in the discussion about the LTE pool we have been managing.

As mentioned over the phone, the evaluation is performed by an evaluator, which assesses the patent's relationship to the standard.

To start the process, you should:

- 1) Submit a patent for evaluation together with its file history;
- 2) Identify the patent claims to be examined
- 3) Identify and provide pdf files for the sections of the LTE standard to which it believes those claims apply; and
- 4) Provide a chart containing the comparison of sections /subsections of the LTE standard with the relevant elements of the claim(s) of the patent(s) to be evaluated.

Consequently, the evaluator will:

- 1) Review the technical requirements of the identified sections;
- 2) Analyse whether the technical requirements of the identified sections of the standards are included in the scope of the patent claims;
- 3) Develop legal/technical arguments regarding the coverage of the requirements of the standard by the claims of the patent;
- 4) Generate a Preliminary Relevancy Evaluation (PRE) regarding the relevance of the patent claims to the LTE standard;
- 5) Accept patent owner's comments/rebuttals to the PRE;
- 6) Upon finding of essentiality, generate a Final Relevancy Report for distribution to Sisvel and the patent owner.

A patent is evaluated as essential to the LTE standard if at least one claim of the patent is necessarily infringed by the use of the LTE standard.

The US evaluator is the following firms: Panitch Schwarze Belisario & Nadel and the cost of each US evaluations is USD 7,500.

I hope this information are useful and we look forward to hearing from you,

Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]
Inviato: giovedì 7 luglio 2016 22:42
A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>
Oggetto: Re: R: R: Eglia Corp & LTE

Hi Davide,

Could you please provide us with the 3rd party law firm to review our portfolio. You can find a list of the patents herein:

http://mobilityworkx.co/patent_portfolio/

Best Regards,

Edwin

On 7/6/16, 12:12 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

+39-3316132637

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]
Inviato: mercoledì 6 luglio 2016 18:07
A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>
Oggetto: Re: R: Eglia Corp & LTE

I am in the bridge also, I only hear a person speaking italiano.
My Skype is edwinhe

On 7/6/16, 12:04 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

Dear guys,
the bridge is on and I'm waiting for you,

Regards,
Davide

-----Messaggio originale-----

Da: Sumi Helal [<mailto:sumi.helal@gmail.com>]
Inviato: martedì 5 luglio 2016 19:19
A: Davide Ferri <davide.ferri@sisvel.com>; Edwin Hernandez, PhD <edwinhm@eglacorp.com>
Oggetto: Re: Eglia Corp & LTE

Edwin, Davide,

What time zone is this invitation tomorrow at 12:00pm?

Sumi Helal--

On 7/5/16 1:10 PM, Davide Ferri wrote:

--

Sumi Helal
www.cise.ufl.edu/~helal

Subject: RE: No patents in your pool
Date: Wednesday, July 6, 2016 at 3:54:04 AM Eastern Daylight Time
From: David Muus
To: Edwin Hernandez, PhD
CC: Davide Ferri
Attachments: image001.gif

Dear Edwin,

On our website you can find extensive information regarding the patents included in the Sisvel LTE Patent Pool. Please see the information available for download on <http://sisvel.com/lte-ltea/patents>.

I would be keen to understand your interest in the Sisvel LTE Patent Pool. Perhaps you could clarify your request so that we may assist you better.

I already understand that you also reached out to my colleague Davide Ferri, so I include him to this message.

Best regards,
David

David Muus
Program Manager
Sisvel UK Limited

T: +44 203 053 6930
F: +44 207 494 9037



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1982

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]
Sent: 05 July 2016 15:31
To: LTE <lte@sisvel.com>
Subject: No patents in your pool

How many patents are in your pool? Do you have a list?
Regards,

Edwin

Subject: RE: LTE Question
Date: Tuesday, July 5, 2016 at 10:58:05 AM Eastern Daylight Time
From: Tracy Edwards
To: 'Edwin Hernandez, PhD', PiD-QnA
Attachments: image001.png

Dear Mr. Hernandez,

Thank you very much for your email.

MPEG LA currently administers the following active programs: MPEG-2, MPEG-2 Systems, 1394, MPEG-4 Visual, ATSC, AVC (H.264), HEVC (H.265), MVC, VC-1 and DisplayPort. We are also in the process of forming a joint licensing program for MPEG-DASH. If you have any patents related to these programs, we would be happy to provide additional information regarding the submission and inclusion of such patents in our programs.

In terms of LTE, we understand Sisvel (www.sisvel.com) and Via Licensing (www.via-corp.com) offer patent pools in this area. You may wish to contact either of these entities directly for more information regarding their programs.

Thank you again for your interest. If we may be of additional assistance, please do not hesitate to contact us.

Best regards,

Tracy Edwards | Director, License Management
MPEG LA, LLC
4600 S. Ulster St., Suite 400
Denver, Colorado 80237 USA
TEL: 303-331-1880 Ext. 121 | FAX: 303-331-1879
tedwards@mpegla.com | www.mpegla.com

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]

Sent: Tuesday, July 5, 2016 8:21 AM

To: PiD-QnA <PiD-QnA@mpegla.com>

Subject: LTE Question

Hi

I would like to submit our portfolio to the patent pool and wonder what would be the process of doing so?

Best Regards,

--

Edwin A. Hernandez, PhD

**Chief Technology Officer - Founder
EGLA COMMUNICATIONS**

"Merging the worlds of cloud and Cable TV with MEDIAMPLIFY. Simplified video and music distribution "



[Twitter](#) | [Facebook](#) edwinhm@eglacorp.com

www.eglacomm.net | www.mediaplify.com |

Office: 561.869.4446 * Cell: 561.306.4996 | +504 95772665 * Fax: 954.919.1494

skype: edwinhe eglacomm

Subject: R: Sisvel & Eglia Corp - LTE follow-up

Date: Thursday, July 28, 2016 at 3:34:57 AM Eastern Daylight Time

From: Davide Ferri

To: Edwin Hernandez, PhD, Sumi Helal

Dear Edwin, Dear Sumi,
would you be so kind in updating us about this project ?

Looking forward to hearing from you,
Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Davide Ferri

Inviato: venerdì 8 luglio 2016 12:56

A: 'Edwin Hernandez, PhD' <edwinhm@eglacorp.com>; Sumi Helal <sumi.helal@gmail.com>

Oggetto: Sisvel & Eglia Corp - LTE follow-up

Dear Edwin, Dear Sumi,
please find attached the NdA we would kindly ask you to evaluate and if possible execute to move forward in the discussion about the LTE pool we have been managing.

As mentioned over the phone, the evaluation is performed by an evaluator, which assesses the patent's relationship to the standard.

To start the process, you should:

- 1) Submit a patent for evaluation together with its file history;
- 2) Identify the patent claims to be examined
- 3) Identify and provide pdf files for the sections of the LTE standard to which it believes those claims apply; and
- 4) Provide a chart containing the comparison of sections /subsections of the LTE standard with the relevant elements of the claim(s) of the patent(s) to be evaluated.

Consequently, the evaluator will:

- 1) Review the technical requirements of the identified sections;
- 2) Analyse whether the technical requirements of the identified sections of the standards are included in the scope of the patent claims;
- 3) Develop legal/technical arguments regarding the coverage of the requirements of the standard by the claims of the patent;
- 4) Generate a Preliminary Relevancy Evaluation (PRE) regarding the relevance of the patent claims to the LTE standard;
- 5) Accept patent owner's comments/rebuttals to the PRE;
- 6) Upon finding of essentiality, generate a Final Relevancy Report for distribution to Sisvel and the patent owner.

A patent is evaluated as essential to the LTE standard if at least one claim of the patent is necessarily infringed by the use of the LTE standard.

The US evaluator is the following firms: Panitch Schwarze Belisario & Nadel and the cost of each US evaluations is USD 7,500.

I hope this information are useful and we look forward to hearing from you,

Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]
Inviato: giovedì 7 luglio 2016 22:42
A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>
Oggetto: Re: R: R: Eglia Corp & LTE

Hi Davide,

Could you please provide us with the 3rd party law firm to review our portfolio. You can find a list of the patents herein:

http://mobilityworkx.co/patent_portfolio/

Best Regards,

Edwin

On 7/6/16, 12:12 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

+39-3316132637

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]
Inviato: mercoledì 6 luglio 2016 18:07
A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>
Oggetto: Re: R: Eglia Corp & LTE

I am in the bridge also, I only hear a person speaking italiano.
My Skype is edwinhe

On 7/6/16, 12:04 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

Dear guys,
the bridge is on and I'm waiting for you,

Regards,
Davide

-----Messaggio originale-----

Da: Sumi Helal [<mailto:sumi.helal@gmail.com>]
Inviato: martedì 5 luglio 2016 19:19
A: Davide Ferri <davide.ferri@sisvel.com>; Edwin Hernandez, PhD <edwinhm@eglacorp.com>
Oggetto: Re: Eglia Corp & LTE

Edwin, Davide,

What time zone is this invitation tomorrow at 12:00pm?

Sumi Helal--

On 7/5/16 1:10 PM, Davide Ferri wrote:

--

Sumi Helal
www.cise.ufl.edu/~helal

Subject: RE: No patents in your pool
Date: Wednesday, July 6, 2016 at 3:54:04 AM Eastern Daylight Time
From: David Muus
To: Edwin Hernandez, PhD
CC: Davide Ferri
Attachments: image001.gif

Dear Edwin,

On our website you can find extensive information regarding the patents included in the Sisvel LTE Patent Pool. Please see the information available for download on <http://sisvel.com/lte-ltea/patents>.

I would be keen to understand your interest in the Sisvel LTE Patent Pool. Perhaps you could clarify your request so that we may assist you better.

I already understand that you also reached out to my colleague Davide Ferri, so I include him to this message.

Best regards,
David

David Muus
Program Manager
Sisvel UK Limited

T: +44 203 053 6930
F: +44 207 494 9037



SUCCESSFULLY FOSTERING
AND VALORIZING INNOVATION | SINCE
1982

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]
Sent: 05 July 2016 15:31
To: LTE <lte@sisvel.com>
Subject: No patents in your pool

How many patents are in your pool? Do you have a list?
Regards,

Edwin

Subject: RE: LTE Question
Date: Tuesday, July 5, 2016 at 10:58:05 AM Eastern Daylight Time
From: Tracy Edwards
To: 'Edwin Hernandez, PhD', PiD-QnA
Attachments: image001.png

Dear Mr. Hernandez,

Thank you very much for your email.

MPEG LA currently administers the following active programs: MPEG-2, MPEG-2 Systems, 1394, MPEG-4 Visual, ATSC, AVC (H.264), HEVC (H.265), MVC, VC-1 and DisplayPort. We are also in the process of forming a joint licensing program for MPEG-DASH. If you have any patents related to these programs, we would be happy to provide additional information regarding the submission and inclusion of such patents in our programs.

In terms of LTE, we understand Sisvel (www.sisvel.com) and Via Licensing (www.via-corp.com) offer patent pools in this area. You may wish to contact either of these entities directly for more information regarding their programs.

Thank you again for your interest. If we may be of additional assistance, please do not hesitate to contact us.

Best regards,

Tracy Edwards | Director, License Management
MPEG LA, LLC
4600 S. Ulster St., Suite 400
Denver, Colorado 80237 USA
TEL: 303-331-1880 Ext. 121 | FAX: 303-331-1879
tedwards@mpegla.com | www.mpegla.com

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]

Sent: Tuesday, July 5, 2016 8:21 AM

To: PiD-QnA <PiD-QnA@mpegla.com>

Subject: LTE Question

Hi

I would like to submit our portfolio to the patent pool and wonder what would be the process of doing so?

Best Regards,

--

Edwin A. Hernandez, PhD

**Chief Technology Officer - Founder
EGLA COMMUNICATIONS**

"Merging the worlds of cloud and Cable TV with MEDIAMPLIFY. Simplified video and music distribution "



[Twitter](#) | [Facebook](#) edwinhm@eglacorp.com
www.eglacomm.net | www.mediaplify.com |

Office: 561.869.4446 * Cell: 561.306.4996 | +504 95772665 * Fax: 954.919.1494
skype: edwinhe eglacomm

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Date: Friday, October 5, 2018 at 11:46:06 PM Eastern Daylight Time

From: Edwin Hernandez

To: Cabrach Connor

CC: Dr. Sumi Helal, David Skeels, Rick Sanchez, Kevin Kudlac, Harald Braun, Bob Taylor

Thanks for all the calls, but we are running out of time. **PLEASE COMPLY WITH OUR REQUESTS**

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:44 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

How many times do I have to give you the instructions? Follow our requests, verbatim
Please send me an email, stop calling

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:37 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

We are on the line with Magee's team. Edwin, please answer your phone.

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:36 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks for the advice, please do so as requested, there is no time left! MAKE THOSE CHANGES, get it all signed as instructed by us, TWICE

one in the REDACTED version and the one we can't see because it is AEO.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:33 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, I'm trying to arrange a call with Magee. May we call you?

If those paragraphs come out, the report will be struck and we may not be allowed to submit another one.

From: Edwin Hernandez <edwinhm@gmail.com>
Sent: Friday, October 5, 2018 10:31 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks, please one last time REMOE ALL items 138-186, and replace them with

a. Royalty Baseand DamagesCalculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:29 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

OK, we will revert to the original draft of para 93.

From: Edwin Hernandez <edwinhm@gmail.com>
Sent: Friday, October 5, 2018 10:22 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

Leave item 93 untouched as well, Just remove ITEM 138-186 and replace them with

a. Royalty Baseand DamagesCalculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

This is the 3d time I am copy pasting the same text

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:21 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

The DAMAGES Report One more time, REMOVE ALL PARAGRAPHS, References, etc from ITEM 138-186? Delete them, erase them,

That is what is being instructed, and we want the REDACTED version of that signed by Maggee, the version we can't see, MUST COMPLY with the same request, or REMOVE ALL items from 138-186 in their totality,

Thank you!

Edwin

On Fri, Oct 5, 2018 at 11:18 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Paragraph 93 is already changed per your instruction.

I suggest we ask Magee to add this paragraph to the end of his report and keep all of 138-186. Can we do that? If the new information changes Magee's opinions, he can prepare and serve a supplemental or amended report. But a report without these sections is incomplete and will not survive a Daubert challenge.

Can we do that, Edwin?

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:16 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <Dskeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

If you don't want to change item 93, leave it alone then, but

All items 138-186 should be REMOVED and will be replaced with

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seem to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Thank you, please do so as requested! Thanks again!!!

Sorry, please email me any further questions!!!

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:04 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, Sumi:

If I'm understanding you correctly, you want to remove paragraphs 138-186 from Magee's report. These are his analysis on GP factors 13-15, his reasonably royalty analysis, royalty stacking analysis, royalty base and damages. This is the heart and conclusions of his report. If we take these out, he has no damages opinion and no basis for his ultimate opinion on the amount of damages the jury should award. Please call me.

From: Sumi Helal <sumi.helal@gmail.com>
Sent: Friday, October 5, 2018 10:01 PM
To: Edwin Hernandez <edwinhm@gmail.com>; Cabrach Connor <Cab@connorkudlaclee.com>
Cc: David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Robert Taylor <Robert.Taylor@RPTSTRATEGIES.COM>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

... Copying our advisors: Bob and Harald into this email. These are our edits and comments on the Damage report.
Sumi--

On 10/6/18 3:42 AM, Edwin Hernandez wrote:

First Damages -- Please Follow these INSTRUCTIONS as presented herein:

Instructions:

- Remove items (ALL OF THEM) From 138-onwards from original DRAFT - REDACTED and NON-REDACTED (See Attached for more details)
- As shown in the new report, 138 is replaced by a paragraph describing what happened
- Item 93 adds a line about my testimony, regarding the 0.07% royalty-base on gross revenues that was not mentioned. (See Attached for more details)

We will need a signature on Maggee on the REDACTED version as well.

The REDACTED version MUST Be posted in the same FOLDER that will be shared with ALSTON and BIRD. Preferably SFTP share will be needed or SHAREFILE.

Here it should read 93 in the REDACTED and NON-REDACTED VERSION:

93. However, they indicate EGLA or Mobility's intention. Dr. Hernandez considered that his patents were not going to be licensed at FRAND rates,^[1]and should be licensed at a higher than FRAND rates. ^[2]Dr. Hernandez testified that a 0.07% royalties on gross revenues was to be used in case of a negotiation

Here it should read 138-140 in the REDACTED and NON-REDACTED VERSION

a. ***Royalty Baseand
DamagesCalculation***

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. ***Prejudgment Interest***

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

--

Sumi Helal

352-214-0736

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

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"Imagination is more important than knowledge"
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"Imagination is more important than knowledge"
-A. Einstein-

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"Imagination is more important than knowledge"
-A. Einstein-

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

Subject: Re: FW: Mobility Magee Report FINAL
Date: Saturday, October 6, 2018 at 12:52:44 AM Eastern Daylight Time
From: Edwin Hernandez
To: David Skeels
CC: Cabrach Connor, Dr. Sumi Helal, Harald Braun, Bob Taylor, Kevin Kudlac, Rick Sanchez
Attachments: image002.png, image002.png

NOT APPROVED EITHER, FOLLOW THE INSTRUCTIONS AND USE THE LANGUAGE IT WAS WRITTEN INITIALLY
Edwin

On Sat, Oct 6, 2018 at 12:49 AM David Skeels <DSkeels@whitakerchalk.com> wrote:

Edwin: Blackburn will not agree to sign the language you wanted him to insert. He refuses to do so. But he will sign off on the following (see below). Please let us know if we have your authorization to serve the tech/infringement report with this language instead:

1. Shortly before I finalized this report, I was alerted to documents describing UE testing performed by Anritsu for T-Mobile. I have spent some time reviewing these documents, but I will require additional time to fully analyze and understand them. I therefore reserve the right to supplement this report. In particular, the document titled, "MX786201A-460 T-Mobile LTE Test Package Reference Manual" (TEST-DOC1) appears to describe tests performed to ensure that UEs deployed on the T-Mobile USA LTE network comply with certain technical standards and are capable of performing handover as I have described here in my report as meeting all limitations of the asserted claims. The document appears to describe a System Simulator called SS developed by Anritsu, which was apparently built for T-Mobile Specifications. It appears to show tests used for carrier acceptance testing for T-Mobile LTE network (over 1000 pages of tests) and test plans that follow T-Mobile test requirements, including configuration of UE, and simulation environment for Handover, Cell Selection, IRAT, Circuit Switched and Packet Switched, among other scenarios.

2. The Anritsu testing document, in addition to another supporting document bearing the same title ("MX786201A-460 T-Mobile LTE Test Package"), but containing a presentation (TEST-DOC2), appear to contain information that would further support my opinions, including information that suggests that T-Mobile employs functionality consistent with Mobility Workx's infringement contentions in this case and contrary to T-Mobile's non-infringement assertions. For example, upon an initial review, it appears the documents may show the use of the following elements in the T-Mobile network:

- The use of Self-Organizing Networks (SON Networks), Package 463 for the SS (TEST-DOC1), and Slide 14 of the PPT (TEST-DOC2)
- The use of Automatic Neighbor Relation (ANR) and multiple testing for cell-reselection – in relation to advertisement (Pages 39 – 159) messages, PCI, EGCI and RRC Connection Reconfiguration message (TEST-DOC1)
- Additional test cases for Handover and Circuit Switched Fall Back and neighbor cells in RRC_IDLE and RRC_CONNECTED modes
- The TimeToTrigger and mobility rate or speed (high-, med-, low-mobility) appears to be shown in a NOKIA tutorial titled "Mobility Management"
- LTE Radio Parameters RL20" on Pg 16, for example, and an Ericsson's manual titled "LTE L13 Radio

Network Functionality" Page 113 (Speed Dependent Scaling of Cell Re-Selection) and Pg 339. The LTE specification calls it "Scaling" factor. These documents merit further review as to T-Mobile's assertions that it does no speed-dependent scaling.

3. I understand Mobility Workx has requested additional information from T-Mobile about all testing and performance requirements. Once obtained and sent to me, I may amend this report in light of the revealed information from all the testing documents.

DAVID SKEELS | Member

Whitaker Chalk Swindle & Schwartz PLLC

301 Commerce Street, Suite 3500

Fort Worth, Texas 76102-4135

817.878.0573 Direct

817.878.0500 Main

817.878.0501 Fax

817.913.4075 Mobile

dskeels@whitakerchalk.com

www.whitakerchalk.com



From: Edwin Hernandez [mailto:edwinhm@gmail.com]
Sent: Friday, October 05, 2018 11:47 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <robert.taylor@rptstrategies.com>; David Skeels <DSkeels@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Rick Sanchez <RSanchez@whitakerchalk.com>
Subject: Re: FW: Mobility Magee Report FINAL

We don't want THAT, are we not clear enough? T

THIS REPORT CANNOT BE FILED AND MUST NOT

BE FILED

PLEASE FOLLOW OUR INSTRUCTIONS

Regards,

Edwin

On Sat, Oct 6, 2018 at 12:33 AM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin and MWx team:

Magee has signed and sent his report to us. It includes paragraphs 138-186 and this additional paragraph per Edwin's request:

188. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. I understand Mobility has requested additional relevant documents to be produced by T-Mobile about such testing and performance requirements. If it is determined that such documents have any implication to and effect on my damage estimate, I will fill a supplemental report accordingly.

Do we have your authorization to serve it to TMO?

Cab

From: Keiko Hikino <keiko.hikino@mageeandmagee.com>
Sent: Friday, October 5, 2018 11:30 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>; 'David Skeels' <DSkeels@whitakerchalk.com>
Cc: jack.lu@mageeandmagee.com; 'Magee, Stephen P' <Stephen.Magee@mccombs.utexas.edu>
Subject: Mobility Magee Report FINAL
Importance: High

Please find attached Magee's final and only report with his signature.

Keiko Hikino
Director of Intellectual Property Litigation
Magee & Magee
(206)760-7740
Email: keiko.hikino@mageeandmagee.com
Web: mageeandmagee.com

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

Confidentiality Notice: This e-mail and any attachments are intended only for use by the individual or entity named herein and may contain legally privileged or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution, or copying of this e-mail or of any attachment is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender at Whitaker Chalk Swindle & Schwartz PLLC by telephone at (817) 878-0500 or return e-mail, do not read it and permanently delete the original. ----- Thank You.

--
Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

Subject: Blackburn Opening Report (Infringement) DRAFT v7 redacted
Date: Friday, October 5, 2018 at 8:00:48 PM Eastern Daylight Time
From: Cabrach Connor
To: Edwin Hernandez
CC: David Skeels, 'Rick Sanchez', Kevin Kudlac
Attachments: Blackburn Opening Report (Infringement) DRAFT v7 redacted.docx

Edwin, here's Blackburn's report current draft. I redacted sensitive AEO information.

The testing section is near the end at para 157.

We'll take whatever you add (please in redline) and paste into final.

In this case, Taurus's only objection to the actual amount requested by defendants is defendants' apportionment of those fees before and after this court's claim construction order. I have concluded that defendants are entitled to fees for the entire case; this moots Taurus's only objection to the amounts requested. Because Taurus makes no other objections to the amount of fees and expenses requested, and because defendants have submitted proper documentation of their expenses, billing rates and hours expended, defendants will be awarded the full amount requested, \$1,644,906.12.

C. Motion for Sanctions Against Orion and Spangenberg

Finally, defendants request sanctions against Taurus, Orion and Spangenberg for the trial costs and expenses incurred by defendants for their "litigation misconduct." Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness.

I have already ordered sanctions against Orion and Spangenberg for Spangenberg's role in Anderson's witness tampering. Nothing about defendants' contentions persuades me that I should add further sanctions for that behavior or that the other behavior was

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

TAURUS IP, LLC,¹

Plaintiff,

OPINION and ORDER

07-cv-158-bbc

v.

DAIMLERCHRYSLER CORPORATION,
DAIMLERCHRYSLER COMPANY, LLC,
MERCEDES-BENZ USA, INC.,
CHRYSLER, LLC,
CHRYSLER HOLDING, LLC and
CHRYSLER FINANCIAL, LLC,

Defendants.

MERCEDES-BENZ USA, INC and
DAIMLERCHRYSLER COMPANY, LLC,

Third Party Plaintiffs,

v.

TAURUS IP, LLC, ORION IP, LLC,
PLUTUS IP WISCONSIN, LLC, and

¹In an order dated February 29, 2008, I amended the caption for the purpose of trial, removing Taurus and other former parties from the caption to avoid confusing the jury. For these post-trial motions, I have amended the caption to return it to its state at the time of summary judgment.

ERICH SPANGENBERG,
Third Party Defendants.

This civil action for patent infringement was filed on March 20, 2007. On February 25, 2008, I granted defendants' motion for summary judgment on plaintiff's infringement claims filed by the Chrysler and Mercedes-Benz defendants after I found that defendants' products did not infringe plaintiff's United States Patent No. 6,141,658 (the '658 patent) and that certain claims of the '658 patent were invalid as anticipated. At the same time, I denied in part plaintiff's and third party defendants' motion for summary judgment on defendants' breach of warranty claim. Defendants proceeded to trial on their claim that, in transferring the '658 patent before third party defendants Orion IP, LLC entered into a settlement of patent litigation in Texas, Orion IP, LLC and Erich Spangenberg breached the representation and warranty clause contained in the settlement agreement with defendants. The jury returned a verdict against Orion IP, LLC, finding that it had breached the settlement's representation and warranty clause. The amount of damages and defendants' contention that Orion's corporate veil should be pierced to reach Erich Spangenberg were left for post-trial briefing.

While those issues were being briefed, the parties raised several other matters. Defendants moved for a permanent injunction; an award of attorney fees against Orion IP,

LLC both as damages and as fees allowable to “prevailing parties” in Texas breach of contract suits; an award of attorney fees against Taurus IP, LLC under 35 U.S.C. § 285; and additional sanctions against Taurus, IP, LLC, Orion IP, LLC and Spangenberg. Taurus moved for relief from the summary judgment ruling of invalidity, arguing that it had discovered “new evidence.” Spangenberg and Orion IP, LLC moved for reconsideration of the ruling that Spangenberg had engaged in sanctionable behavior, moved for leave to conduct additional discovery and moved to compel disclosure of privileged information offered as in camera evidence during the hearing on sanctions.

The post-trial disputes will be resolved as follows. (1) Defendants’ motion for permanent injunction will be denied because the injunction they request is overly broad and unnecessary; (2) the corporate veil will not be pierced to make Spangenberg personally liable for a judgment to be entered against Orion IP, LLC because there is insufficient evidence that Orion IP, LLC is likely to evade a judgment entered against it; however, Spangenberg and Orion IP, LLC will be enjoined from dissipating the assets of Orion IP, LLC; (3) defendants’ motion for attorney fees from Taurus IP, LLC under 35 U.S.C. § 285 will be granted and Taurus IP, LLC will be jointly and severally liable with Orion IP, LLC for \$1,644,906.12; (4) defendants’ motion for an award of additional attorney fees against Orion IP, LLC for its breach of warranty will be granted in the amount of \$2,194,510.25;(5) defendants’ motion for additional sanctions against Taurus IP, LLC, Orion IP, LLC and

Spangenberg for their behavior at trial will be denied because the behavior to which defendants object does not warrant additional sanctions; (6) Taurus's motion for relief from the summary judgment ruling of invalidity will be denied because Taurus could have discovered the allegedly new evidence sooner had it been more diligent; (7) Orion IP, LLC's and Spangenberg's motion for reconsideration of the ruling that Spangenberg engaged in sanctionable behavior will be denied because I find clear and convincing evidence that Spangenberg was responsible for Anderson's attempt to improperly influence a witness and this behavior warrants the sanctions imposed against the company for which he was acting; (8) Orion IP, LLC's and Spangenberg's motion for leave to conduct additional discovery will be denied because Orion IP, LLC and Spangenberg have failed to demonstrate "good cause" for their failure to resolve their discovery disputes within the scheduling deadlines; (9) Orion IP, LLC's and Spangenberg's motion to compel disclosure of unredacted versions of the privileged letter sent by Anderson and the in camera testimony of Anderson will be denied because defendants have offered to release a redacted version of the transcript (dkt. #543) that contains all the information I relied upon to determine that Spangenberg's behavior was sanctionable.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

TAURUS IP, LLC,¹

Plaintiff,

OPINION and ORDER

07-cv-158-bbc

v.

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MERCEDES-BENZ USA, INC.,
CHRYSLER, LLC,
CHRYSLER HOLDING, LLC and
CHRYSLER FINANCIAL, LLC,

Defendants.

MERCEDES-BENZ USA, INC and
DAIMLERCHRYSLER COMPANY, LLC,

Third Party Plaintiffs,

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Select Page



ABOUT US

As the world's premiere IP transaction and advisory firm, with close to \$1 billion in revenues generated for clients, DHE can offer:

- Unmatched transaction expertise.
- A full spectrum of IP transaction and advisory services.
- Broad industry relationships and unrivaled access to highly-targeted and credentialed licensees .
- A proprietary AI analytic engine that arms clients with actionable IP market and deal intelligence.
- An IP Dream Team of the world's leading IP strategists with singular depth and breadth of experience.
- Access to hundreds of millions of dollars in patent acquisition and investment capital.



BY THE NUMBERS



David Pridham

Chairman and Chief Executive Officer

dp@dominionharbor.com

[View LinkedIn Profile](#)

[Read Bio](#)



Matt DelGiorno

President

matt@dominionharbor.com

[View LinkedIn Profile](#)

[Read Bio](#)





Brad Sheafe

Chief Intellectual Property Officer

brad@dominionharbor.com

[Read Bio](#)



Patrick Anderson

Chief Technology Officer

patrick@dominionharbor.com

[View LinkedIn Profile](#)

[Read Bio](#)



**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-K

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

or

- TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-36555

MARATHON PATENT GROUP, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of Incorporation or organization)

01-0949984

(I.R.S. Employer Identification No.)

11100 Santa Monica Blvd. Ste. 380, Los Angeles, CA

(Address of principal executive offices)

90025

(Zip Code)

Registrant's telephone number, including area code **(703) 232-1701**

Securities registered under Section 12(b) of the Exchange Act:

Common Stock \$0.0001 par value per share
(Title of class)

The NASDAQ Stock Market LLC
(Name of each exchange on which registered)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Indicate by check mark whether the registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the

On November 4, 2015, the Company issued 300,000 shares of the Company's Common Stock to Dominion Harbor Group LLC ("Dominion"), pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering.

On December 9, 2015, the Company entered into an agreement with Melechdavid, Inc. ("Melechdavid"), pursuant to which the Company agreed to issue 100,000 shares of the Company's Common Stock. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.61 per share or \$161,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering.

Recent Repurchases of Securities

None.

ITEM 6. SELECTED FINANCIAL DATA

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 (the "Exchange Act") and are not required to provide the information under this item.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business of the Company

We acquire patents and patent rights from owners or other ventures and seek to monetize the value of the patents through litigation and licensing strategies, alone or with others. Part of our acquisition strategy is to acquire or invest in patents and patent rights that cover a wide-range of subject matter which allows us to seek the benefits of a diversified portfolio of assets in differing industries and countries. Generally, the patents and patent rights that we seek to acquire have large identifiable targets who are or have been using technology that we believe infringes upon patents and patent rights. We generally monetize our portfolio of patents and patent rights by entering into license discussions, and if that is unsuccessful, initiating enforcement activities against any infringing parties with the objective of entering into comprehensive settlement and license agreements that may include the granting of non-exclusive retroactive and future rights to use the patented technology, a covenant not to sue, a release of the party from certain claims, the dismissal of any pending litigation and such other terms as we deem appropriate. Our strategy has been developed with the expectation that it will result in a long-term, diversified revenue stream for the Company. As of December 31, 2015, we owned 327 U.S. and foreign patents and patent rights and 12 patent applications.

Recent Developments

On November 15, 2015, the Company and its wholly-owned subsidiary IP Liquidity Ventures LLC ("IP Liquidity") entered into a Memorandum of Understanding ("MOU") with Bridgestone Americas, Inc. ("Bridgestone") and IPNav pursuant to which Bridgestone acknowledged that IP Liquidity was entitled to certain fees under an Advisory Services Agreement dated December 3, 2012. In addition, (i) the parties further agreed to terminate the agreement and (ii) terminate the German Patent Purchase Agreement ("BATO PPA") entered into between Bridgestone and the Company on April 23, 2015, as amended.

In connection with the termination of the agreement and the BATO PPA, as of November 15, 2015, the Company removed notes payable in the amount of \$10,000,000 and \$9,068,504, net of accumulated amortization, in patent assets from the Company's books and records, and in connection with the termination of the agreement, the Company removed \$1,694,411, net of accumulated amortization, in patent assets from the Company's books and records.

base salary as determined by the Compensation Committee of the Company. As further consideration for Mr. Gelbtuch's services, the Company agreed to issue him ten-year stock options outside of the Company's 2014 Equity Incentive Plan to purchase an aggregate of 290,000 shares of common stock, with an exercise price of \$5.62 per share, which was the closing price on the day the Board of Directors approved such grant. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Gelbtuch Employment Agreement, provided Mr. Gelbtuch is still employed by the Company on each such date. On January 20, 2015, Mr. Gelbtuch and the Company mutually agreed that Mr. Gelbtuch would cease to serve, effective immediately, as the Company's Chief Marketing Officer.

[Table of Contents](#)

On October 31, 2014, we entered into a two-year executive employment agreement with Umesh Jani ("Jani Employment Agreement") pursuant to which Mr. Jani shall serve as the Company's Chief Technology Officer and SVP Licensing. Pursuant to the terms of the Jani Employment Agreement, Mr. Jani shall receive a base salary at an annual rate of \$225,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Jani's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 100,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Jani Employment Agreement, provided Mr. Jani is still employed by the Company on each such date.

On November 3, 2014, we entered into a two-year executive employment agreement ("Sanchez Employment Agreement") with Rick Sanchez, effective October 31, 2014, pursuant to which Mr. Sanchez shall serve as the Company's Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.

On April 7, 2015 (the "Chernicoff Effective Date"), the Company entered into a consulting agreement (the "Consulting Agreement") with Richard Chernicoff, a member of the Company's Board of Directors, pursuant to which Mr. Chernicoff shall provide certain services to the Company, including serving as the interim General Counsel and interim General Manager of commercial product commercialization development. Pursuant to the terms of the Consulting Agreement, Mr. Chernicoff shall receive a monthly retainer of \$27,000 and a ten (10) year stock option to purchase 280,000 shares of the Company's common stock (the "Award") pursuant to the Company's 2014 Equity Incentive Plan. The stock options shall have an exercise price of \$6.76 per share, the closing price of the Company's common stock on the date immediately prior to the Board of Directors approval of such stock options and the options shall vest as follows: 25% of the Award shall vest on the twelve month anniversary of the Effective Date and thereafter 2.083% on the 21st day of each succeeding calendar month for the following twelve months, provided Mr. Chernicoff continues to provide services (in addition to as a member of the Company's Board of Directors) at the time of vesting. The Award shall be subject in all respects to the terms of the 2014 Plan Equity Incentive Plan. Notwithstanding anything herein to the contrary, the remainder of the Award shall be subject to the following as an additional condition of vesting: (A) options to purchase 70,000 shares of the Company's common stock under the Award shall not vest at all unless the price of the Company's common stock while Mr. Chernicoff continues as an officer and/or director reaches \$8.99 and (B) options to purchase 70,000 shares of the Company's common stock under the Award shall not vest at all unless the price of the Company's common stock while Mr. Chernicoff continues as an officer and/or director reaches \$10.14.

Directors' Compensation

The following summary compensation table sets forth information concerning compensation for services rendered in all capacities during 2015 and 2014 awarded to, earned by or paid to our directors. The value attributable to any warrant awards reflects the grant date fair values of stock awards calculated in accordance with FASB Accounting Standards Codification Topic 718. As described further in Note 6 — Stockholders' Equity (Deficit) — Common Stock Warrants to our consolidated year-end financial statements, a discussion of the assumptions made in the valuation of these warrant awards.

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-K

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

or

- TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-36555

MARATHON PATENT GROUP, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of Incorporation or organization)

01-0949984

(I.R.S. Employer Identification No.)

11100 Santa Monica Blvd. Ste. 380, Los Angeles, CA

(Address of principal executive offices)

90025

(Zip Code)

Registrant's telephone number, including area code **(703) 232-1701**

Securities registered under Section 12(b) of the Exchange Act:

Common Stock \$0.0001 par value per share
(Title of class)

The NASDAQ Stock Market LLC
(Name of each exchange on which registered)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Note - Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Indicate by check mark whether the registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

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On November 3, 2014, we entered into a two-year executive employment agreement ("Sanchez Employment Agreement") with Rick Sanchez, effective October 31, 2014, pursuant to which Mr. Sanchez shall serve as the Company's Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date.

On April 7, 2015 (the "Chernicoff Effective Date"), the Company entered into a consulting agreement (the "Consulting Agreement") with Richard Chernicoff, a member of the Company's Board of Directors, pursuant to which Mr. Chernicoff shall provide certain services to the Company, including serving as the interim General Counsel and interim General Manager of commercial product commercialization development. Pursuant to the terms of the Consulting Agreement, Mr. Chernicoff shall receive a monthly retainer of \$27,000 and a ten (10) year stock option to purchase 280,000 shares of the Company's common stock (the "Award") pursuant to the Company's 2014 Equity Incentive Plan. The stock options shall have an exercise price of \$6.76 per share, the closing price of the Company's common stock on the date immediately prior to the Board of Directors approval of such stock options and the options shall vest as follows: 25% of the Award shall vest on the twelve month anniversary of the Effective Date and thereafter 2.083% on the 21st day of each succeeding calendar month for the following twelve months, provided Mr. Chernicoff continues to provide services (in addition to as a member of the Company's Board of Directors) at the time of vesting. The Award shall be subject in all respects to the terms of the 2014 Plan Equity Incentive Plan. Notwithstanding anything herein to the contrary, the remainder of the Award shall be subject to the following as an additional condition of vesting: (A) options to purchase 70,000 shares of the Company's common stock under the Award shall not vest at all unless the price of the Company's common stock while Mr. Chernicoff continues as an officer and/or director reaches \$8.99 and (B) options to purchase 70,000 shares of the Company's common stock under the Award shall not vest at all unless the price of the Company's common stock while Mr. Chernicoff continues as an officer and/or director reaches \$10.14.

Directors' Compensation

The following summary compensation table sets forth information concerning compensation for services rendered in all capacities during 2015 and 2014 awarded to, earned by or paid to our directors. The value attributable to any warrant awards reflects the grant date fair values of stock awards calculated in accordance with FASB Accounting Standards Codification Topic 718. As described further in Note 6 — Stockholders' Equity (Deficit) — Common Stock Warrants to our consolidated year-end financial statements, a discussion of the assumptions made in the valuation of these warrant awards.

On November 4, 2015, the Company issued 300,000 shares of the Company's Common Stock to Dominion Harbor Group LLC ("Dominion"), pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering.

On December 9, 2015, the Company entered into an agreement with Melechdavid, Inc. ("Melechdavid"), pursuant to which the Company agreed to issue 100,000 shares of the Company's Common Stock. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.61 per share or \$161,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering.

Recent Repurchases of Securities

None.

ITEM 6. SELECTED FINANCIAL DATA

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 (the "Exchange Act") and are not required to provide the information under this item.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business of the Company

We acquire patents and patent rights from owners or other ventures and seek to monetize the value of the patents through litigation and licensing strategies, alone or with others. Part of our acquisition strategy is to acquire or invest in patents and patent rights that cover a wide-range of subject matter which allows us to seek the benefits of a diversified portfolio of assets in differing industries and countries. Generally, the patents and patent rights that we seek to acquire have large identifiable targets who are or have been using technology that we believe infringes upon patents and patent rights. We generally monetize our portfolio of patents and patent rights by entering into license discussions, and if that is unsuccessful, initiating enforcement activities against any infringing parties with the objective of entering into comprehensive settlement and license agreements that may include the granting of non-exclusive retroactive and future rights to use the patented technology, a covenant not to sue, a release of the party from certain claims, the dismissal of any pending litigation and such other terms as we deem appropriate. Our strategy has been developed with the expectation that it will result in a long-term, diversified revenue stream for the Company. As of December 31, 2015, we owned 327 U.S. and foreign patents and patent rights and 12 patent applications.

Recent Developments

On November 15, 2015, the Company and its wholly-owned subsidiary IP Liquidity Ventures LLC ("IP Liquidity") entered into a Memorandum of Understanding ("MOU") with Bridgestone Americas, Inc. ("Bridgestone") and IPNav pursuant to which Bridgestone acknowledged that IP Liquidity was entitled to certain fees under an Advisory Services Agreement dated December 3, 2012. In addition, (i) the parties further agreed to terminate the agreement and (ii) terminate the German Patent Purchase Agreement ("BATO PPA") entered into between Bridgestone and the Company on April 23, 2015, as amended.

In connection with the termination of the agreement and the BATO PPA, as of November 15, 2015, the Company removed notes payable in the amount of \$10,000,000 and \$9,068,504, net of accumulated amortization, in patent assets from the Company's books and records, and in connection with the termination of the agreement, the Company removed \$1,694,411, net of accumulated amortization, in patent assets from the Company's books and records.

In the Matter Of:
Mobility Workx v.
T-Mobile

Edwin Hernandez, Ph.D. - 30(b)(6)
September 26, 2018

HIGHLY CONFIDENTIAL AND ATTORNEYS' EYES ONLY



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1 A. I'm not an expert in that field, but the few 2 things I know, I believe that we should be a little bit 3 out of that. We're not -- we were never part of any 4 standard bodies or anything like that, so I -- I believe 5 it's right, that we should be not considered like a 6 FRAND. 7 Q. What was your thought process as far as why you 8 put non-FRAND in this presentation? 9 MR. SKEELS: Objection, form. If you can 10 answer without disclosing attorney-client privileged 11 information, you may do so, Dr. Hernandez, but I would 12 remind you not to disclose any privileged information, 13 including privileged information that might have 14 resulted from communications with attorneys at Dominion 15 Harbor. 16 A. Yeah, I think that's the answer, like those 17 conclusions that we -- I got involved with the attorneys 18 and then they were like this is the reason, this is why 19 the reason. Yeah, multiple legalese stuff so we just -- 20 okay, we followed the lead. 21 Q. (By Mr. Lee) In terms of an actual royalty 22 rate, what do you think the difference is between a 23 FRAND rate and a non-FRAND rate, to your knowledge? 24 MR. SKEELS: Objection, form. 25 A. To my knowledge, it is because sometimes those	Page 219 1 royalties, you had 140 essential patents, or patents in 2 the standard, and you use 0.01 percent and so on. So I 3 applied their royalty yield divided by the number of 4 patents. I think the number of patents were in a 5 different document and then that's how you come up with 6 the royalty per patent. And then we have -- we have 7 three patents, then we're like okay, we're around that. 8 Q. But you're -- the Mobility Workx royalty rate 9 of .07 percent for three patents, that's -- by my math 10 that's more than the .010 percent per patent in the 11 Ericsson portfolio, for example. Is that -- isn't that 12 right? 13 A. Yeah, it's a little bit more. That's why you 14 said non-FRAND. 15 Q. So again, how did you come up with the 0.07 16 percent number? 17 MR. SKEELS: Objection, form. And again, 18 I would remind the witness not to answer if requiring -- 19 if answering would require him to disclose privileged 20 attorney-client communications. 21 If you can answer without disclosing 22 attorney-client communications, Dr. Hernandez, you may. 23 But I know that -- well, the attorney-client privilege 24 includes advice from any of the attorneys you were 25 dealing with, including from Dominion Harbor.
Page 218 1 FRAND rates are like cross-licensing too, so I give you 2 a license, you give me a license. And then we're both, 3 okay, maybe because it's fair you think that you have 4 more patents that I do or more important patents than I 5 do, then I pay you because you have more weight than me. 6 But Mobility Workx is a small company so 7 it's not in the position to get a cross-licensing 8 agreement with anybody because we will never exercise 9 those rights. So it's just basically what you 10 understand is that we just need to be paid because we 11 don't -- we contributed with intellectual property but 12 you pay me with patents is worthless for Mobility Workx. 13 Q. (By Mr. Lee) Is there any other distinction 14 between FRAND and non-FRAND rates to your knowledge? 15 MR. SKEELS: Objection, form. Outside the 16 scope. 17 A. That's all I know. 18 Q. (By Mr. Lee) It was you that put these 19 percentages in this -- on this page, correct? 20 A. On page? 21 Q. On the page ending in 5070. 22 A. Yes. 23 Q. How did you come up with those percentages? 24 A. 0.01 percent in Ericsson, 0.022 -- okay. So 25 what you do is that you add 1.5 percent of Ericsson	Page 218 1 A. Well, I really don't know why 0.07. I guess it 2 just kind of like -- I can't remember the rationale, but 3 I think it just kind of makes sense just to make it a 4 little higher but not that much higher than to be -- not 5 to be the lowest but not to be the highest rate. So 6 it's something there in between given the importance of 7 handoff, given the importance of the technology. 8 Q. (By Mr. Lee) Any other reasons that you can 9 recall? 10 A. No. 11 Q. Do you believe there's an obligation to license 12 on FRAND terms if the patents are essential to a 13 standard? 14 MR. SKEELS: Objection, form. Asked and 15 answered. 16 A. That's a question for damages expert. I don't 17 know. 18 Q. (By Mr. Lee) So you don't have any opinion on 19 that? 20 A. No. 21 (Exhibit No. 51 marked.) 22 Q. Dr. Hernandez, I'm going to hand you a document 23 marked Exhibit 51 bearing Bates number MOB 005114. Can 24 you please take a look at this document and let me know 25 whether you recognize this document?

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT is made by and between

(1) **Nokia of America Corporation**, a company organised under the laws of the Delaware having an office at 600 Mountain Ave., Murray Hill, NJ 07974 (hereinafter "Nokia"), and

(2) **Mobility Worx, LLC**, a corporation validly organised and existing under the laws of the State of Florida and having an office at 215 Circle Drive, Texas 79567 (hereinafter "Company").

(Each of Nokia and Company are hereinafter referred to individually as "**Party**" and collectively as "**Parties**".)

WHEREAS

(A) The Parties may engage in discussions for the purpose of evaluating the feasibility of entering into a patent license agreement (hereinafter "**Purpose**");

(B) In such discussions each Party may disclose to the other Party certain non-public commercial or technical information and data, in oral, written, electronic, visual or other form, including without limitation license offers, patent claim charts, draft agreements, emails and reports ("**Confidential Information**"); and

(C) Each Party is willing to undertake to restrict the use and further disclosure of such Confidential Information in accordance with the terms of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED:

1. Each Party that receives Confidential Information (the "**Receiving Party**") from the other party (the "**Disclosing Party**") shall keep such Confidential Information strictly confidential and shall not disclose it to any third party without the prior written permission of the Disclosing Party. The Parties agree that the terms and conditions of this Agreement shall be deemed "Confidential Information" and, for clarity, Confidential Information does not need to be marked, identified, or confirmed as confidential.

2. The Receiving Party shall not use Confidential Information disclosed by the Disclosing Party for any purpose other than the Purpose without the prior written permission of the Disclosing Party. The discussions and conduct that take place with respect to the subject matter of this Agreement and the disclosure of Confidential Information under this Agreement may be deemed to be offers of compromise within the scope of Rule 408 of the US Federal Rules of Evidence for US legal purposes (and corresponding rules in other applicable jurisdictions), and may not be used by or admissible at the request of the

Receiving Party for any purpose in any subsequent legal proceedings whether in the United States or elsewhere.

3. Each Party agrees (both as the Disclosing Party and as the Receiving Party) that (a) the other may disclose Confidential Information received from the Disclosing Party to any of its Affiliates and/or Agents, and/or group corporate officers and/or employees, but only to the extent that such Affiliate, Agent, officer or employee has a need to know for the Purpose; and (b) disclosure by or to such Affiliate, Agent, officer or employee of the other Party shall be deemed to be a disclosure by or to that Party, as applicable; and (c) each Party shall be responsible for the observance and proper performance by all such Affiliates, Agents, officers and employees of the terms and conditions of this Agreement.

For the purpose of this Agreement, (i) an "**Affiliate**" of a Party means any company or other entity that controls, is controlled by, or is under common control with such Party, it being agreed that control, in this context, exists where one company or entity owns directly or indirectly more than fifty per cent (50%) of the voting stock in another entity, or regardless of stock or equity ownership, is otherwise able to direct its affairs or to appoint a majority of the members of the board of directors or an equivalent body able to determine the course of action of the company or entity by virtue of its voting or other rights; and (ii) an "**Agent**" of a Party means any third-party service provider, consultancy or properly constituted law firm of professionally qualified solicitors, lawyers, patent agents or patent attorneys engaged by that Party to provide professional legal services to that Party in carrying out the Purpose, and which service provider, consultancy or firm is (and whose employees, members and other personnel are) bound to that Party by obligations of confidentiality no less stringent than those set out in this Agreement.

4. The Receiving Party shall in no event use a lesser degree of care in safeguarding Confidential Information received from the Disclosing Party than it uses for its own information of similar sensitivity and importance, and upon discovery of any unauthorised disclosure of Confidential Information the Receiving Party shall use its best endeavours to prevent any further disclosure or unauthorised use thereof.

5. The foregoing obligations shall not apply to any Confidential Information which: (a) is now or subsequently becomes generally available to the public through no fault or breach by the Receiving Party; or (b) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure to the Receiving Party by the Disclosing Party; or (c) is disclosed to the Receiving Party by a third party who has the right to disclose such information; or (d) is independently developed by the Receiving Party without the use of any Confidential

Information; or (e) is required to be disclosed by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall (i) promptly notify the Disclosing Party of such order or obligation, (ii) allow the Disclosing Party to intervene to contest or minimize the scope of such disclosure; and (iii) in any case minimize the scope of such disclosure.

For the purpose of the foregoing exceptions, confidential disclosures regarding detailed patent analysis shall not be deemed to be within the foregoing exceptions merely because they are included in general disclosures which are within the exceptions.

6. This Agreement shall govern the communications between the Parties from the latest date of signature of this Agreement until two (2) years have passed from such date.

7. The obligations in Sections 2, 3 and 4 of this Agreement shall survive the termination of this Agreement and shall remain in full force: (a) in perpetuity, in respect of Confidential Information that has been marked or otherwise identified as trade secret by the Disclosing Party; and (b) for a period of ten (10) years from the date of disclosure of Confidential Information that has not been marked or otherwise identified as trade secret by the Disclosing Party.

8. Neither this Agreement nor disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to enter into any license or contract. No license to a Party, under any patent or any other intellectual property right, is either granted or implied by this Agreement or by conveying Confidential Information to such Party.

9. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed pursuant to this Agreement and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York excluding its rules for choice of law.

11. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be finally settled by arbitration. The arbitrator(s) are to be appointed and the arbitration is to be conducted pursuant to the rules of International Chamber of Commerce. The arbitration proceedings shall be conducted in English. The award shall be final and binding on the Parties hereto and enforceable in any court of competent jurisdiction.

The arbitration shall be held in New York, New York.

Each Party shall be entitled to seek necessary and appropriate injunctive relief or any other temporary measures from the courts of competent jurisdiction to enjoin the other Party from taking certain actions which may infringe on the rights of the Party bringing such claim, provided that any proceedings and decisions as to the merits of the dispute, including permanent injunctions, are exclusively governed and resolved by arbitration in accordance with the first paragraph of this Article 11.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on the date set forth below.

On behalf of

Nokia of America Corporation

Name: *Ronald A. Anush*
Title: *Vice President*

Date: *August 3, 2018*

Place: *PLANO, TEXAS*

Name: *Margaret G. Golos*
Title: *MARGARET G. GOLOS*
Title: *SECRETARY*

Date: *August 2, 2018*

Place: *MURRAY HILL, NJ*

On behalf of

Mobility Workx, LLC

Name: Abdelsalam A. Helal

Abdelsalam

Title: Managing Principle

Date: August 2, 2018

Place: Winter, Texas

Name: Edwin A. Hernandez-Mondragon

Title: Managing Principle

Date: August 2, 2018

Edwin A. Hernandez-Mondragon

Place: Coral Springs, Florida

In the Matter Of:
Mobility Workx v.
T-Mobile

Edwin Hernandez, Ph.D. - 30(b)(6)
September 26, 2018

HIGHLY CONFIDENTIAL AND ATTORNEYS' EYES ONLY



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<p>1 A. I'm not an expert in that field, but the few 2 things I know, I believe that we should be a little bit 3 out of that. We're not -- we were never part of any 4 standard bodies or anything like that, so I -- I believe 5 it's right, that we should be not considered like a 6 FRAND.</p> <p>7 Q. What was your thought process as far as why you 8 put non-FRAND in this presentation?</p> <p>9 MR. SKEELS: Objection, form. If you can 10 answer without disclosing attorney-client privileged 11 information, you may do so, Dr. Hernandez, but I would 12 remind you not to disclose any privileged information, 13 including privileged information that might have 14 resulted from communications with attorneys at Dominion 15 Harbor.</p> <p>16 A. Yeah, I think that's the answer, like those 17 conclusions that we -- I got involved with the attorneys 18 and then they were like this is the reason, this is why 19 the reason. Yeah, multiple legalese stuff so we just -- 20 okay, we followed the lead.</p> <p>21 Q. (By Mr. Lee) In terms of an actual royalty 22 rate, what do you think the difference is between a 23 FRAND rate and a non-FRAND rate, to your knowledge?</p> <p>24 MR. SKEELS: Objection, form.</p> <p>25 A. To my knowledge, it is because sometimes those</p>	<p>1 royalties, you had 140 essential patents, or patents in 2 the standard, and you use 0.01 percent and so on. So I 3 applied their royalty yield divided by the number of 4 patents. I think the number of patents were in a 5 different document and then that's how you come up with 6 the royalty per patent. And then we have -- we have 7 three patents, then we're like okay, we're around that.</p> <p>8 Q. But you're -- the Mobility Workx royalty rate 9 of .07 percent for three patents, that's -- by my math 10 that's more than the .010 percent per patent in the 11 Ericsson portfolio, for example. Is that -- isn't that 12 right?</p> <p>13 A. Yeah, it's a little bit more. That's why you 14 said non-FRAND.</p> <p>15 Q. So again, how did you come up with the 0.07 16 percent number?</p> <p>17 MR. SKEELS: Objection, form. And again, 18 I would remind the witness not to answer if requiring -- 19 if answering would require him to disclose privileged 20 attorney-client communications.</p> <p>21 If you can answer without disclosing 22 attorney-client communications, Dr. Hernandez, you may. 23 But I know that -- well, the attorney-client privilege 24 includes advice from any of the attorneys you were 25 dealing with, including from Dominion Harbor.</p>
Page 218	Page 220
<p>1 FRAND rates are like cross-licensing too, so I give you 2 a license, you give me a license. And then we're both, 3 okay, maybe because it's fair you think that you have 4 more patents that I do or more important patents than I 5 do, then I pay you because you have more weight than me.</p> <p>6 But Mobility Workx is a small company so 7 it's not in the position to get a cross-licensing 8 agreement with anybody because we will never exercise 9 those rights. So it's just basically what you 10 understand is that we just need to be paid because we 11 don't -- we contributed with intellectual property but 12 you pay me with patents is worthless for Mobility Workx.</p> <p>13 Q. (By Mr. Lee) Is there any other distinction 14 between FRAND and non-FRAND rates to your knowledge?</p> <p>15 MR. SKEELS: Objection, form. Outside the 16 scope.</p> <p>17 A. That's all I know.</p> <p>18 Q. (By Mr. Lee) It was you that put these 19 percentages in this -- on this page, correct?</p> <p>20 A. On page?</p> <p>21 Q. On the page ending in 5070.</p> <p>22 A. Yes.</p> <p>23 Q. How did you come up with those percentages?</p> <p>24 A. 0.01 percent in Ericsson, 0.022 -- okay. So 25 what you do is that you add 1.5 percent of Ericsson</p>	<p>1 A. Well, I really don't know why 0.07. I guess it 2 just kind of like -- I can't remember the rationale, but 3 I think it just kind of makes sense just to make it a 4 little higher but not that much higher than to be -- not 5 to be the lowest but not to be the highest rate. So 6 it's something there in between given the importance of 7 handoff, given the importance of the technology.</p> <p>8 Q. (By Mr. Lee) Any other reasons that you can 9 recall?</p> <p>10 A. No.</p> <p>11 Q. Do you believe there's an obligation to license 12 on FRAND terms if the patents are essential to a 13 standard?</p> <p>14 MR. SKEELS: Objection, form. Asked and 15 answered.</p> <p>16 A. That's a question for damages expert. I don't 17 know.</p> <p>18 Q. (By Mr. Lee) So you don't have any opinion on 19 that?</p> <p>20 A. No.</p> <p>21 (Exhibit No. 51 marked.)</p> <p>22 Q. Dr. Hernandez, I'm going to hand you a document 23 marked Exhibit 51 bearing Bates number MOB 005114. Can 24 you please take a look at this document and let me know 25 whether you recognize this document?</p>

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

MOBILITY WORKX, LLC,

Plaintiff,

v.

**CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS,**

Defendant.

Civil Action No.: 4:17-cv-00872-ALM

JURY TRIAL DEMANDED

DECLARATION AND REQUEST FOR EXTENSION OF TIME

Mobility Workx, LLC (MWx), represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, respectfully request the court to grant an extension of time for Plaintiff to handle what Plaintiff perceives as a breach of fiduciary duties by its withdrawn counsel, and to provide urgently needed time for Plaintiff to replace its Counsel. MWx, represented by its co-founders and Principal Managers, do hereby declare and state the following facts:

We have strong reasons to believe that MWx' Counsel attorneys, Mr. David Skeels and Mr. Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and co-council Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), have not been working to benefit MWx' interest. The following set of details are provided as a sample in support of this declaration.

1. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMOBILE Test plan for LTE (**Exhibit A**)
2. Although MWx was informed that TMOBILE had declared that they didn't use any emulation technology that uses our 330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
3. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs. Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL and MWx. Actual communication with SISVEL occurred July 26, 2016

(**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed that our patents were not a good fit for SISVEL's LTE Patent Pool.

4. Although MWx suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contains false statements, Mr. Connor submitted the report to opposing counsel anyway despite repeated and clear instructions to the opposite (**Exhibit C**).
5. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - a. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - b. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
 - c. These battery of test cases are performed in all new mobile phones that TMOBILE sells to their customers.
 - d. MWx counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
 - e. Mr. Blackburn's expert report ignored this document, and we are uncertain if opposing counsel has received our request for further discoveries.
6. MWx, had only 4 hours and 41 minutes to read, review and respond to Mr. Magee and Mr. Blackburn's report. The deadline for filing was midnight Central Standard Time on October 5th, 2018. The two reports were sent by our counsel to MWx, at 8:00PM and 8:19PM Eastern Standard Time (5h and 4h:41m before the filing deadline) (**Exhibit E and Exhibit F**). This MWx Workx, LLC, in peril. Yet, we have provided comments about both reports (requesting removal of the SISVEL argument from Mr. Magee's report, and the addition of the Test Conformance Report reference in Mr. Blackburn's report). Our repeated requests and pleases were denied, and the reports were sent to opposing counsel despite our disagreement.

Prayers

For the aforementioned reasons, Mobility Workx, LLC and its inventors and co-founding owners, Dr. Edwin Hernandez and Dr. Abdelsalam Helal, feel urged to contact this respected court directly through this declaration to state the facts and request a proper extension and rescheduling of court proceedings to allow Mobility Workx LLC to establish a new counsel.

We declare under penalty of perjury that the foregoing is to the best of our knowledge true and correct.

On behalf of **Mobility Workx, LLC**



Name: Edwin A. Hernandez-Mondragon
Title: Managing Principal
Date: December 6, 2018
Place: Coral Springs, Florida, USA



Name: Abdelsalam A. Helal
Title: Managing Principal
Date: December 6, 2018
Place: Lancaster, UK

EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover Complete report can be found and downloaded from this web site: <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

EXHIBIT B

SISVEL Discussions and negative feedback received from SISVEL as patent portfolio might not have been a fit for SISVEL

EXHIBIT C

Damages Report first receipt at 8:18PM EST

EXHIBIT D

Infringement Report first receipt at 8:00PM EST

EXHIBIT E

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

EXHIBIT F

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written

EXHIBITS

EXHIBIT A

Annotations: For instance on Pg 20 and Pg 44 contains an emulation architecture, from Pg 39 - 493, a set of test cases for handover

Complete report <https://drive.google.com/drive/folders/1ysnXrtn-KBC0kPxy7oFOdXcaSwOn4TNh?usp=sharing>

MX786201A-460
T-Mobile LTE Test Package Reference
Manual



Originated by Anritsu Ltd, PX, Luton, UK

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Table of Contents

Executive Summary.....	1
Scope of this Manual.....	1
Product Overview.....	3
T-Mobile USA LTE Carrier Acceptance Tests.....	3
Recommended PC Specification.....	3
Test System Requirements.....	3
Hardware and Software Options.....	4
MD8480C (E-Composition).....	4
MD8430A.....	5
MF6900A.....	6
Shielded Box.....	6
Installation.....	7
RTD Installation.....	7
Uninstallation of Existing Versions.....	7
Preparation.....	7
Rapid Test Designer (RTD) Installation.....	8
Test Package Installation.....	9
Package Contents.....	9
Installation on the RTD Control PC and Linux Server PC.....	9
Installation on the AAP Control PC.....	11
AAP Installation.....	12
AAP Overview.....	12
Preparation.....	12
AAP Platform Installation.....	12
Installing the MX843021A Firmware.....	13
Uninstallation.....	17
Configuration.....	19
Configuration for Windows® 7.....	19
Test System Configuration.....	20
Configuration for Testing.....	22
Signaling Tester Configuration.....	23
Configuring the Sample Cable Losses File.....	24
Configuring the Sample UE Proxy File.....	24
Linux Server Configuration.....	24
UICC Compatibility.....	24
Environmental Verification.....	25
Verifying IP Communication.....	25
Verifying the RTD Control PC Configuration.....	27
Configuration for Band Selection.....	28
Test Execution.....	31
Initial DUT Conditions.....	31

Circuit Switched Call Tests.....	31
Packet Switched Session Tests.....	31
UICC Programming.....	31
Execution from the RTD Control PC.....	32
AT Commands.....	32
T-Mobile USA LTE Test Packages.....	35
Test Package Details.....	35
Package 460: Subscription.....	36
Package 461: LTE SON.....	37
Package 461 Configuration.....	37
Package 461 Test Cases.....	39
TC-3.1.1.1: Intra-LTE, Intra-frequency ANR Measurements, New PCI Discovery, A3, RSRP, Fading Channel.....	39
TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel.....	44
TC-3.1.1.3: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A4, RSRP, Fading Channel.....	49
TC-3.1.1.4: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A4, RSRQ, Fading Channel.....	54
TC-3.1.1.5: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A5, RSRP, Fading Channel.....	59
TC-3.1.1.6: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A5, RSRQ, Fading Channel.....	64
TC-3.1.1.7: Intra-LTE, Intra-frequency (Band 4) ANR triggered Handover, New PCI Strongest Cell, A3, RSRP, Fading Channel.....	69
TC-3.1.1.8: Intra-LTE, Intra-frequency (Band 4) ANR triggered Handover, New PCI Strongest Cell, A3, RSRQ, Fading Channel.....	73
TC-3.1.1.9: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, New PCI Discovery, A4, RSRP, Fading Channel.....	77
TC-3.1.1.10: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, New PCI Discovery, A4, RSRQ, Fading Channel.....	82
TC-3.1.1.11: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, New PCI Discovery, A5, RSRP, Fading Channel.....	87
TC-3.1.1.12: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, New PCI Discovery, A5, RSRQ, Fading Channel.....	92
TC-3.1.1.13: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 4, Target Cell: Band 17, A5, RSRP, Fading Channel.....	97
TC-3.1.1.14: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 4, Target Cell: Band 17, A5, RSRQ, Fading Channel.....	101
TC-3.1.1.15: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 17, Target Cell: Band 4, A5, RSRP, Fading Channel.....	105
TC-3.1.1.16: Intra-LTE and Inter-Frequency ANR Triggered Handover, Serving Cell: Band 17, Target Cell: Band 4, A5, RSRQ, Fading Channel.....	109
TC-3.1.1.17: LTE Intra-Frequency (Band 4) followed by Inter-Frequency (Band 4, Band 17) ANR Measurements.....	113
TC-3.1.1.18: LTE Intra-Frequency (Band 17) followed by Inter-Frequency (Band 17, Band 4) ANR Measurements.....	117
TC-3.1.1.19: LTE Inter-Frequency followed by Intra-frequency ANR Measurements.....	121

TC-3.1.1.20: LTE Inter-Frequency (Band 4, Band 17) followed by Intra-frequency (Band 4) ANR Measurements.....	125	
TC-3.1.1.21: Intra-LTE, Intra-frequency ANR Measurements, Event A3.....	129	
TC-3.1.1.22: Intra-LTE, Intra-frequency ANR Measurements, Event A4.....	134	
TC-3.1.1.23: Intra-LTE, Intra-frequency ANR Measurements, Event A5.....	139	
TC-3.1.1.24: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, Event A4.....	144	
TC-3.1.1.25: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, Event A4.....	149	
TC-3.1.1.26: Intra-LTE, Inter-frequency (Band 4, Band 17) ANR Measurements, Event A5.....	154	
TC-3.1.1.27: Intra-LTE, Inter-frequency (Band 17, Band 4) ANR Measurements, Event A5.....	159	
Package 462: LTE Mobility, Intra-RAT Network Selection and SMS.....	164	
Package 462 Configuration.....	164	
Package 462 Test Cases.....	166	
TC-1.1.1.1.3: LTE Normal MM Attach, From Power-Up (5 MHz Bandwidth).....	166	
TC-1.1.1.1.4: LTE Normal MM Attach, From Power-Up (15 MHz Bandwidth).....	168	
TC-1.1.1.1.5: LTE Normal MM Attach, From Power-Up (20 MHz Bandwidth).....	170	
TC-1.1.1.1.1: LTE Normal MM Attach, From Power-Up.....	172	
TC-1.1.1.1.2: LTE Normal MM Detach From Idle Mode.....	174	
TC-1.1.1.1.3: LTE MME - Originated Detach From Idle Mode.....	176	
TC-1.1.1.1.4: LTE Normal MM Detach From Active Mode.....	178	
TC-1.1.1.1.5: LTE MME - Originated Detach From Active Mode.....	180	
TC-1.1.1.1.6: LTE Normal MM Detach Due to Power-Down.....	182	
TC-1.1.1.1.7: Default EPS Bearer Establishment, Mobile-Originated.....	184	
TC-1.1.1.1.8: LTE SS-Originated Detach From Idle Mode.....	186	
TC-1.1.1.1.9: Dedicated EPS Bearer Establishment, Network Initiated.....	188	
TC-1.1.1.1.10: LTE TU Identification Procedure.....	190	
TC-1.1.1.1.11: Redirection to an Unsuitable Cell During Power up - LTE Band 4 to LTE Band 4.....	192	
TC-1.1.1.1.12: Redirection to a Non-Existent Intra-Band Cell During Power Up - LTE Band 4 to LTE Band 4.....	194	
TC-1.1.1.1.13: Redirection to an Unsuitable Cell During Power Up - LTE Band 17 to LTE Band 4.....	196	
TC-1.1.1.1.14: Redirection to a Non-Existent Intra-Band Cell During Power Up - LTE Band 17 to LTE Band 4.....	198	
TC-1.1.1.1.15: Redirection to an Unsuitable Cell During Power Up - LTE Band 4 to LTE Band 17.....	200	
TC-1.1.1.1.16: Redirection to a Non-Existent Inter-Band Cell During Power Up - LTE Band 4 to LTE Band 17.....	202	
TC-1.1.1.1.17: Verify Support of EEA2/EIA2 Encryption/Integrity Algorithms on LTE Network, RRC Messages.....	204	
TC-1.1.1.1.18: Verify Support of EEA2/EIA2 Encryption/Integrity Algorithms on LTE Network, NAS Messages.....	206	
TC-1.1.1.1.19: RRC Connection Reject with Wait Timer Set to 15; Finally Register to Second Best Band 4 LTE Cell.....	208	
TC-1.1.1.1.20: RRC Connection Reject with Wait Timer Set.....	210	
TC-1.1.1.1.21: Network-Originated RRC Connection Release, Move UE to New MME, Connected Mode..	212	
2	1	2
TC-1.1.1.1.22: LTE Downlink Radio Failure During Data Transfer, Inter-Band, Band IV to Band XVII, Candidate Cells in Same TA, X2 Interface Supported.....	214	
TC-1.1.1.1.23: LTE Handover, Band 4, Inter-Frequency, Candidate Cells in Same TA, X2 Interface Supported.....	216	
TC-1.1.1.1.24: EPS Bearer Modification, SS-Originated.....	218	
TC-1.1.1.1.25: Bearer Deactivation, Network-Initiated.....	220	

TC-1.1.1.26: LTE Downlink Radio Failure During Data Transfer, Intra-Band, Band 4, Candidate Cells in Same TA, X2 Interface Supported.....	222	
TC-1.1.1.27: Intra-frequency LTE Handover to a New Cell with a Different Bandwidth is Supported.....	224	
TC-1.1.1.28: The UE Shall Send the UE Network Capability Information to the MME During the Attach and Non-Periodic Tracking Area Update Procedure.....	226	
TC-1.1.1.29: RRC Connection Re-Establishment Following Radio Link Failure and Out-of-Service Handling.....	228	
TC-1.1.1.30: CS/PS Mode 1 of Operation: UE Registers to Both EPS and non-EPS Services and UE's Usage Setting is Voice Centric.....	230	
TC-1.1.1.31: Periodic Tracking Area Updates.....	232	
TC-1.1.1.32: RRC Connection Failure with Following Tracking Area Update Initiated by the UE.....	234	
TC-1.1.1.33: UE Capability Information.....	236	
TC-1.1.1.35: Event A1 (Serving becomes better than threshold) Shall be Supported and Event A2 (Serving becomes worse than threshold) Shall be Supported.....	238	
TC-1.1.1.36: Counter Check Procedure is Supported, Including Messages: Counter Check and Counter Check Response.....	240	
TC-1.1.1.39: The UE Shall Request for IPv4v6 PDN Type During E-UTRAN Initial Attach and UE Requested PDN Connectivity Procedures.....	243	
TC-1.1.1.40: UE Shall Support the ESM INFORMATION REQUEST as Defined in TS 24.301.....	245	
TC-1.1.1.44: A Tracking Area Update Procedure Shall be Initiated by UE after the RRC Connection was Released with Release Cause "load re-balancing TAU required".....	247	
TC-1.1.1.45: Absolute Priorities of Different E-UTRAN Frequencies are Supported. Priorities Provided to the UE in the RRCCconnectionRelease Message.....	249	
TC-1.1.1.46: The UE Shall Support the QoS for Default and Dedicated Bearers.....	252	
TC-1.1.1.47: QoS Class Identifiers (QCI) Shall be Supported as Defined in TS 24.301 and TS 23.203....		
2	5	5
TC-1.1.1.48: The UE Shall not Include any APN as Part of the Initial Attach Procedure.....	257	
TC-1.1.1.49: UE Shall Support E-UTRAN Un-ciphered Connections Using the "Null Ciphering Algorithm" EEA0.....	260	
TC-1.1.1.50: UE Initiated and Network Initiated Detach Procedure Shall be Supported as Defined in TS 24.301 when the UE Operates in PS Mode 1 or Mode 2.....	263	
TC-1.1.1.57: The UE Shall Support the Following Modes of Operation: CS/PS Mode 1 &2, PS Mode 1&2.....	265	
TC-1.1.1.58: EMM Cause Code UE Behaviors When the EMM Cause #12 "tracking area not allowed"...		
2	6	8
TC-1.1.1.60: Exchange of Protocol Configuration Options Shall be Supported According to TS 24.008...		
2	7	0
TC-1.1.1.61: UE Shall Support Enforcement of APN Aggregation Maximum Bit Rate (APN-AMBR) on the Uplink.....	273	
TC-1.1.1.66: The UE Shall Support Both IPv4 and IPv6 (dual-stack).....	275	
TC-1.1.1.67: The UE Shall Support the ESM STATUS Message and Act Upon the ESM Cause Value as Defined in TS 24.301.....	277	
TC-1.1.1.72: Multi-RAB Mobility Within LTE Shall be Independent of the Number of Active Bearers and Shall be Supported.....	279	
TC-1.1.1.74: Downlink 4x2 MIMO Shall Be Supported.....	281	
TC-1.1.1.75: LTE cat 3 is supported and reported to the network (DL:100Mbit/s UL:50Mbit/s) The indicated data rates are supported in every TTI -> sustained data rate. The device shall work properly in a 4x4 or 4x2 network configuration.....	284	
TC-1.1.1.76: UE Shall Support Wideband CQI Reporting.....	287	
TC-1.1.1.77: UE Shall Support Subband CQI Reporting.....	290	

TC-1.1.1.79: UE Shall Support Periodic CQI, PMI and RI Reporting.....	293	
TC-1.1.1.82: LTE Normal MM Attach, From Power-Up Band XVII	295	
TC-1.1.1.83: Both Long and Short DRX Support are Required for Connected Mode	297	
TC-1.1.1.84: Semi-Persistent Scheduling DL+UL Assignment.....	300	
TC-1.1.1.85: UE Shall Support TTI Bundling.....	303	
TC-1.1.1.89: Recovery from RL Failure on DL Physical Channel with T311 timed out.....	305	
TC-1.1.1.92: UE Shall Support MFBI: Inter-Band Cell Reselection, LTE Band 12 (Block A) to LTE Band 12 (Block B), Idle Mode.....	307	
TC-1.1.1.93: LTE Normal MM Attach, From Power-Up (1.4 MHz bandwidth).....	309	
TC-1.1.1.94: LTE Normal MM Attach, From Power-Up (3 MHz bandwidth)	311	
TC-1.1.1.95: The UE Shall Support Intra LTE Handover Between 4x2 Capable to 2x2 Capable Cells....		
3	1	3
TC-4.1.1.4: LTE Manual-Mode PLMN Selection, Band IV.....	315	
TC-4.1.1.5: Inter-Band Cell Reselection, Idle Mode.....	317	
TC-4.1.1.6: Inter-Band Cell Reselection, LTE Band 17 to LTE Band 4, Idle Mode.....	319	
TC-4.1.1.7: Cell Reselection with Cells of Same TA, Band 4, Idle Mode.....	321	
TC-4.1.1.8: Cell Reselection with Cells of Same TA, Band 17, Idle Mode.....	323	
TC-4.1.1.9: Cell Reselection with Cells of Different TA, Band 4, Idle Mode.....	325	
TC-4.1.1.10: Cell Reselection with Cells of Different TA, Band 17, Idle Mode.....	327	
TC-4.1.1.23: Rescan from LTE Band XVII to LTE Band IV on HPLMN rescan timer	329	
TC-7.1.1.2: UE Shall Support SMS over SGs.....	331	
Package 463: IRAT Mobility, IRAT SON & IRAT Network Selection and SMS.....	335	
Package 463 Configuration.....	335	
Package 463 Test Cases.....	337	
TC-1.1.1.34: The LTE UE Shall Request for IPv4v6 PDP Type During PDP Context Activation Procedure when under GERAN/UTRAN Coverage.....	337	
TC-1.1.1.37: Mobility From EUTRA Procedure is Supported, Including Mobility From EUTRA Command (can be used for handover to UTRAN or Cell Change Order to GERAN).....	339	
TC-1.1.1.38: Redirection from LTE to GERAN Shall be Supported.....	341	
TC-1.1.1.41-1: Inter-RAT Cell Reselection from EGPRS1900 Cell to LTE Cell (priority of E-UTRA cells is lower than the serving cell).....	343	
TC-1.1.1.41-2: Inter-RAT Cell Reselection from EGPRS1900 cell to LTE Band 4 Cell Based on H_PRIO Criteria.....	345	
TC-1.1.1.42-1: LTE to UMTS Reselection After Attach Accept with Sms Only and Ims Voice Not Supported.....	348	
TC-1.1.1.42-2: LTE to UMTS Reselection after Attach Reject.....	350	
TC-1.1.1.43: The UE Shall Set the "active" Flag in the TRACKING AREA UPDATE REQUEST Message When TAU Request was Triggered due to Redirection (from UTRAN) or CCO or Cell Reselection (from GERAN).....	352	
TC-1.1.1.51: GERAN Measurements, Reporting and Measurement Reporting Event B2 in E-UTRA Connected Mode.....	354	
TC-1.1.1.59: A Tracking Area Update Procedure Shall be Initiated by UE After Re-selection from GPRS READY State to E-UTRAN.....	357	
TC-1.1.1.62: UE Shall Support RAT/PLMN Reselection Procedures as Described in 3GPP TS 24.301, 3GPP TS 24.008 and GSMA PRD IR.88 v7.0 for Roaming Scenarios when the E-UTRAN Attach is Rejected by the Visited MME.....	359	
TC-1.1.1.63: Absolute Priority Based Cell Re-selection in UTRAN is Supported and Indicated by Rel-8 IE "Support for absolute priority based cell re-selection in UTRAN" if Enabled in the Device. Mandatory for E-UTRAN (LTE) Devices.....	361	

TC-1.1.1.64: E-UTRA FDD Support Shall be Indicated in MS Radio Access Capability and Mobile Station Classmask 3.....	363
TC-1.1.1.65: IRAT Measurement from UTRAN to LTE Shall be Supported.....	365
TC-1.1.1.68: The Device Shall Support Coordination Between ESM and SM inter-RAT Change from E-UTRAN to GERAN or UTRAN.....	367
TC-1.1.1.69: The UE Shall Support Explicit Indication of Whether the Provided GUTI/P-TMSI is "native" or "mapped".....	370
TC-1.1.1.70: The UE Shall Support Idle Mode Signaling Reduction Function (ISR).....	372
TC-1.1.1.71: Priority based inter-RAT cell re-selection from E-UTRAN to GSM between GSM and UTRAN is supported.....	374
TC-1.1.1.73: Reselection from GERAN (packet transfer) to LTE Shall be Supported.....	377
TC-1.1.1.90: Recovery from Handover Failure.....	379
TC-4.1.1.1: Initial Cell Selection, LTE Band 4, From Power-Up.....	381
TC-4.1.1.2: Initial Cell Selection, LTE Band 17, From Power-Up.....	383
TC-4.1.1.3: Intra-RAT Cell Selection, HPLMN Not Available in LTE Band 4 or Band 17.....	385
TC-4.1.1.11: Inter-RAT Cell Selection to UMTS Band 2 from Power-Up, No LTE Service Available.....	387
TC-4.1.1.12: Inter-RAT Cell Selection to UMTS Band IV from Power-Up, No LTE Service Available.....	
3	8
TC-4.1.1.13: Inter-RAT Cell Selection to EGPRS1900 from Power-Up, No LTE or UMTS Service Available.....	391
TC-4.1.1.14: Inter-RAT Cell Selection to EGPRS850 Cell from Power-Up, No LTE or UMTS Service Available.....	393
TC-4.1.1.15: Inter RAT Cell Reselection from UMTS Band 2 to LTE (Evaluation of SIB 19).....	395
TC-4.1.1.16: Inter RAT Cell Reselection from UMTS Band IV to LTE (Evaluation of SIB 19).....	397
TC-4.1.1.17: Inter-RAT Cell Reselection to UMTS Band IV Cell when LTE Cell is Unavailable.....	399
TC-4.1.1.18: Inter-RAT Cell Reselection to UMTS Band II Cell when LTE Cell is Unavailable.....	401
TC-4.1.1.19: Inter RAT Cell Reselection to GSM 1900 when UMTS and LTE Cells are Unavailable.....	403
TC-4.1.1.20: UMTS/URA_PCH to LTE Reselection, HPLMN Timer in Idle Mode, Serving PLMN in USIM OPLMN Selector List.....	405
TC-4.1.1.21: UMTS/Cell_PCH to LTE Reselection, HPLMN Timer In Idle Mode, Serving PLMN in USIM OPLMN Selector List.....	407
TC-4.1.1.22: Rejection from UTRAN cell due to congestion with redirection info to EUTRAN.....	409
TC-5.1.1.1: WCDMA ANR Measurements followed by IRAT Redirection (LTE, WCDMA 1900) and Reselection to LTE.....	411
TC-5.1.1.2: IRAT Measurement from LTE to UTRAN Shall be Supported And Event B1 (Inter RAT neighbor becomes better than threshold) Shall be Supported.....	414
TC-5.1.1.3: ANR Shall be Supported for IRAT to GERAN (See FGI19 and 23).....	417
TC-7.1.1.1: SMS Solution Shall Seamlessly Interwork with SMS on 2G/3G on RAT Change.....	420
Package 464: CSFB.....	427
Package 464 Configuration.....	427
Package 464 Test Cases.....	429
TC-2.1.1.1: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 850 UTRAN.....	429
TC-2.1.1.2: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 1900 UTRAN.....	432
TC-2.1.1.3: MO Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....	435

TC-2.1.1.4: MO Call in Active Mode, CSFB, After CSFB call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....	4	3	8
TC-2.1.1.5: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			441
TC-2.1.1.6: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			444
TC-2.1.1.7: MO Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			447
TC-2.1.1.8: MO Call in Idle Mode, CSFB, Return to E-UTRA after CS call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			450
TC-2.1.1.9: MT Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, LTE to 850 UTRAN.....			453
TC-2.1.1.10: MT Call in Active Mode, CSFB, After CS Call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			456
TC-2.1.1.11: MT Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 850 UTRAN.....			459
TC-2.1.1.12: MT Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....			
TC-2.1.1.13: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....	4	6	2
TC-2.1.1.14: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 4 LTE to 1900 UTRAN.....			465
TC-2.1.1.15: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118,CR0402, and CR0029, no SIB11 and SIB12 Skipping, Band 4 LTE to 850 UTRAN.....			468
TC-2.1.1.16: MT Call in Idle Mode, CSFB, Return to E-UTRA After CS Call, Rel. 8, plus Rel. 9 CR4118, CR0402, and CR0029, no SIB11 and SIB12 Skipping. Band 4 LTE to 1900 UTRAN.....			471
TC-2.1.1.18: UE Shall Perform Location Update if the LA of the New Cell is Different from the One Stored After CSFB.....			477
TC-2.1.1.20: MO Call in Active Mode, CSFB, After CS call, UE will Return to LTE by Network Release with Redirect, and PS Data Session will be Re-established on LTE, without PS HO, Rel. 8, with SIB11 and SIB12 Skipping, Band 17 LTE to 850 UTRAN.....			480
TC-2.1.1.21: UE Shall Support RAN Information Management (RIM).....			483
TC-2.1.1.22: MO Call on LTE cell, CSFB to GSM 1900.....			485
TC-2.1.1.23: MT Call while UE is on LTE cell, CSFB to GSM 1900.....			487
TC-2.1.1.24: MT Call while UE on PS Session on LTE, CSFB to GSM and PS Session is Suspended.....			489
TC-2.1.1.25: MO + PS Call on LTE Cell, CSFB to GSM 1900 and PS Session is Suspended.....			491
TC-2.1.1.26: CSFB with an Emergency Call for GSM			493
Package 465: CA Protocol.....			495
Package 465 Configuration.....			495
Package 465 Test Case.....			498
TC-11.1.1.1: Verify CA with 2x2 MIMO.....			498
TC-11.1.1.2: PCS 5 MHz, AWS 5 MHz.....			500
TC-11.1.1.3: PCS 5 MHz, AWS 10 MHz.....			502

TC-11.1.1.4: Verify CA with PCS 10MHz, AWS 5MHz.....	504	
TC-11.1.1.5: UE Capability and BCS Indicated for Carrier Aggregation.....	506	
TC-11.1.1.6: Transition from Dual Carrier to Single Carrier Mode.....	508	
TC-11.1.1.7: Handover from CA Cell to Non CA Cell (B4 or B2), Band 4 is PCell and B2 is SCell.....	511	
TC-11.1.1.8: Handover from Non CA to CA cell.....	514	
TC-11.1.1.9: CSFB call (MO) during PS Carrier Aggregation session, fall back to U1900.....	516	
TC-11.1.1.10: CSFB call (MT) during PS Carrier Aggregation session, fall back to U1900.....	519	
TC-11.1.1.11: CSFB call (MO) during PS Carrier Aggregation session, fall back to U1700.....	522	
TC-11.1.1.12: CSFB call (MT) during PS Carrier Aggregation session, fall back to U1700.....	525	
TC-11.1.1.13: Load Balancing : Single Carrier Setup on B4.....	528	
TC-11.1.1.14: Load Balancing : Single Carrier Setup on B2.....	531	
TC-11.1.1.15: Carrier Aggregation: Verify CA with DRX.....	534	
TC-11.1.1.16: Reconfiguration and Activation of SCell (PCell Band 2, 5MHz + SCell Band 4, 10MHz)....		
5	3	6
TC-11.1.1.17: Inter Frequency HO due to load balancing (A4 event) (PCell Band 2, 5MHz + SCell Band 4, 5MHz).....	539	
TC-11.1.1.18: Setup of P Cell and S Cell (PCell Band 2, 5MHz + SCell Band 4, 10MHz).....	541	
TC-11.1.1.19: Idle mode priority with CA.....	546	
TC-11.1.1.20: SCell Activation, Deactivation (PCell Band 2, 5MHz + SCell Band 4, 10MHz).....	548	
TC-11.1.1.21: CA is Deconfigured and Re Assigned (PCell Band 2, 10MHz + SCell Band 4, 5MHz <--> PCell Band 2, 10MHz + SCell Band 4, 5MHz).....	552	
TC-11.1.1.22: Carrier Aggregation Hand Over from EUTRAN (PCell Band 2, 5MHz + SCell Band4, 10MHz) to EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz).....	556	
TC-11.1.1.23: Intra Frequency Hand Over from EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to Non CA EUTRAN (Band2, 10MHz).....	560	
TC-11.1.1.24: Carrier Aggregation: Inter Frequency Hand Over due to Loading (A4 Event) Serving Cell (PCell Band2, 5MHz + SCell Band4, 10MHz) to Target Cell (Band4, 10MHz).....	564	
TC-11.1.1.25: Inter Frequency Hand Over from EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to Non CA EUTRAN (Band4, 10MHz).....	568	
TC-11.1.1.26: Redirect from CA EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to UTRAN Band 2.....	572	
TC-11.1.1.27: Carrier Aggregation: LTE with CA (VoLTE call) - LTE with CA; CS call continued and PS session continued.....	576	
TC-11.1.1.28: Carrier Aggregation: LTE with CA (VoLTE call) - LTE with Non CA; CS call continued and PS session continued Serving Cell (PCell Band2 5MHz + SCell Band4 10MHz) To Target Cell Band4 10MHz.....	580	
TC-11.1.1.29: LTE with Carrier Aggregation (PCell Band2, 5MHz + SCell Band4, 10MHz) - CSFallback MT call to UTRAN Band 2.....	584	
TC-11.1.1.30: LTE with Carrier Aggregation (PCell Band2, 5MHz + SCell Band4, 10MHz) - CSFallback MO Emergency call to GERAN Band 1900.....	589	
TC-11.1.1.31: Redirect from CA EUTRAN (PCell Band2, 5MHz + SCell Band4, 10MHz) to GSM 1900....	593	
TC-11.1.1.32: Carrier Aggregation: Inter Frequency Hand Over: CA to no CA <-> No CA to CA Serving Cell (PCell Band2, 10MHz + SCell Band4, 5MHz) to First Target Cell (Band4, 5MHz) to Second Target Cell (PCell Band 4, 5Mhz + SCell Band2, 10Mhz).....	597	
TC-11.1.1.33: Carrier Aggregation: Inter Frequency Hand Overs due to (A5 Event) Between (PCell Band2, 10MHz + SCell Band4, 5MHz) —> Target PCell (Band4, 5MHz) —> (PCell Band2, 10MHz + SCell Band4, 5MHz).....	602	
Package 466: CA Data Performance.....	606	
Package 466 Configuration.....	606	
Package 466 Test Cases.....	608	

TC-13.1.1.1 (200.503): 2x2 MIMO,TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=5000 kbps.....	608
TC-13.1.1.2 (200.504): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	610
TC-13.1.1.3 (200.505): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	612
TC-13.1.1.4 (200.507): 2x2 MIMO,TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	614
TC-13.1.1.5 (200.511): 2x2 MIMO,TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps.....	616
TC-13.1.1.6 (200.517): 2x2 MIMO, TM3 OLSM, Power Sweep lor -60 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA70, Correlation Low, SNR 25, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3.....	618
TC-13.1.1.7 (200.521): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 5 MHz BW, LTE Band 12, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	620
TC-13.1.1.8 (200.522): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 12, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	622
TC-13.1.1.9 (200.571): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	624
TC-13.1.1.10 (200.572): 2x2 MIMO,TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 10 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=7000 kbps.....	626
TC-13.1.1.11 (200.573): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=21000 kbps.....	628
TC-13.1.1.12 (200.574): 2x2 MIMO,TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 10 MHz BW, LTE Band 2, SCC 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=36000 kbps.....	630
TC-13.1.1.13 (200.575): 2x2 MIMO,TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 4, SCC 5 MHz BW, LTE Band 2, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=100000 kbps.....	632
TC-13.1.1.14 (200.581): 2x2 MIMO,TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=136000 kbps.....	634

TC-13.1.1.15 (200.582): 2x2 MIMO, TM2 TxD, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile ETU70, Correlation Low, SNR 0, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=10000 kbps.....	636
TC-13.1.1.16 (200.583): 2x2 MIMO, TM3 OLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EVA5, Correlation Medium, SNR 10, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=28000 kbps.....	638
TC-13.1.1.17 (200.584): 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4/IPV6, Fading Profile EPA5, Correlation Medium, SNR 20, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=48000 kbps.....	640
TC-13.1.1.18 (200.585): 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4/IPV6, Static, SNR None, PCC 10 MHz BW, LTE Band 2, SCC 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=136000 kbps.....	642
Package 467: Data Performance	644
Package 467 Configuration.....	644
Package 467 Test Cases.....	646
TC-9.1.1.5: 4x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps.....	646
TC-9.1.1.6: 4x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation Duration 60 sec, Repetition 3, Final P/Fs (kbps)=2000 kbps.....	648
TC-9.1.1.7: PRD #60215 300.007: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=2000 kbps....	
6 5 0	
TC-9.1.1.8: PRD #60215 300.008: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps...	
6 5 2	
TC-9.1.1.9: 4x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	654
TC-9.1.1.10: 4x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=2000 kbps.....	656
TC-9.1.1.11: 4x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=3700 kbps.....	658
TC-9.1.1.12: 4x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0 10 MHz BW, LTE Band 4, Full Resource Allocation, 16QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	660
TC-9.1.1.13: 4x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=3000 kbps.....	662
TC-9.1.1.14: 4x2 MIMO, TM2, Transmit Diversity, Power Sweep lor -78 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4, EVA70 Correction Low, SNR 25, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3.....	664

TC-9.1.1.15: 4x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=4000 kbps.....	666
TC-9.1.1.16: PRD #60215 300.015: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, EVA5 Correlation Medium, SNR 10, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, Repetition 3, Final P/Fs (kbps)=2000 kbps.....	668
TC-9.1.1.17: PRD #60215 300.016: 4x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, EPA5 Correlation Medium, SNR 20, 10 MHz BW, LTE Band 4, 16QAM Modulation, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	670
TC-10.1.1.1: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps, as per PRD 200.016.....	672
TC-10.1.1.2: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=23000 kbps.....	674
TC-10.1.1.3: 2x2 MIMO, TM4, CLSM, Conducted FTP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=12000 kbps.....	676
TC-10.1.1.4: 2x2 MIMO, TM4, CLSM Conducted UDP Throughput - Downlink, IPV4, Static, SNR none, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps	678
TC-10.1.1.5: 2x2 MIMO, TM4, CLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EPA5 Correction Medium, SNR 20, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	680
TC-10.1.1.6: 2x2 MIMO, TM4, CLSM, Conducted UDP Throughput - Downlink, IPV4, Fading EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=12500 kbps	682
TC-10.1.1.7: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=67500 kbps.....	684
TC-10.1.1.8: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=24500 kbps.....	686
TC-10.1.1.9: 2x2 MIMO, TM3, OLSM, Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	688
TC-10.1.1.10: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, Static, SNR None, 10 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=69000 kbps.....	690
TC-10.1.1.11: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=25000 kbps.....	692
TC-10.1.1.12: 2x2 MIMO, TM3, OLSM, Conducted UDP Throughput – Downlink, IPV4, EVA5 Correction Medium, SNR 10 dB, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000 kbps.....	694
TC-10.1.1.13: 2x2 MIMO, TM2, Transmit Diversity, Conducted FTP Throughput - Downlink, IPV4, Fading ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	696

TC-10.1.1.14: 2x2 MIMO, TM2, Transmit Diversity, Conducted FTP Throughput - Downlink, IPV4, Fading ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=3500 kbps.....	698
TC-10.1.1.15: 2x2 MIMO, TM2, Transmit Diversity, Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	700
TC-10.1.1.16: 2x2 MIMO, TM2, Transmit Diversity, Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=3000 kbps.....	702
TC-10.1.1.17: 2x2 MIMO, TM2, Transmit Diversity, Power Sweep Ior -78 to -116 Step -2dBm, Conducted UDP Throughput - Downlink, IPV4, EVA70 Correction Low, SNR 25, 10 MHz BW, LTE Band 4, Full Resource Allocation, Duration 60 sec, repetition 3.....	704
TC-10.1.1.18: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, static, SNR none, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=25000.....	706
TC-10.1.1.19: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 dB, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	708
TC-10.1.1.20: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=14000.....	710
TC-10.1.1.21: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, ETU70, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4500 kbps.....	712
TC-10.1.1.22: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, ETU300, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	714
TC-10.1.1.23: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	716
TC-10.1.1.24: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted FTP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	718
TC-10.1.1.25: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, static, SNR none, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=26000.....	720
TC-10.1.1.26: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, EPA5 Correction Medium, SNR 20 , 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	722
TC-10.1.1.27: 2x2 MIMO, TM2, Transmit Diversity Conducted UDP Throughput - Downlink, IPV4, EVA5 Correction Medium, SNR 10, 10 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=15000.....	724
TC-10.1.1.28: 2x2 MIMO, TM3, OLSM Conducted UDP Throughput - Downlink, IPV4/IPV6, ETU70, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=4000 kbps.....	726
TC-10.1.1.29: 2x2 MIMO, TM3, OLSM Conducted UDP Throughput - Downlink, IPV4/IPV6, ETU300, SNR 0, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	728

TC-10.1.1.30: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, ETU70 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	730
TC-10.1.1.31: 2x2 MIMO, TM4, Closed Loop Spatial Multiplexing Conducted UDP Throughput - Downlink, IPV4, ETU300 Correction Low, SNR 0, 10 MHz BW, LTE Band 4, MCS in terms of reported periodic wideband CQI, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1 kbps.....	732
TC-10.1.1.32: 2x2 MIMO, TM3, OLSM Power Sweep Ior -60 to -116 Step -2dBm UDP Throughput - Downlink, IPV4/IPV6, EVA70, SNR 25, 10 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3.....	734
TC-10.1.1.33: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, Static, SNR none, 5 MHz BW, LTE Band 4, Full Resource Allocation, 64QAM Modulation Duration 60 sec, repetition 3, Final P/Fs (kbps)=30000 kbps.....	736
TC-10.1.1.34: 2x2 MIMO, TM2, Transmit Diversity Conducted FTP Throughput - Downlink, IPV4, ETU70 Low, SNR 0 , 5 MHz BW, LTE Band 4, Modulation based on CQI Reporting, Full Resource Allocation, Duration 60 sec, repetition 3, Final P/Fs (kbps)=1.....	738
TC-10.1.1.35: 2x2 MIMO, TM3, OLSM Conducted FTP Throughput - Downlink, IPV4/IPV6, EVA5, SNR 10, 5 MHz BW, LTE Band 4, Full Resource Allocation, Modulation based on CQI Reporting, Duration 60 sec, repetition 3, Final P/Fs (kbps)=6000 kbps.....	740
TC-12.1.1.1: 100.13 HTTP Download on LTE Simulator - No Noise, No Fading 5 MB Size Web Page with 10 Embedded Images 500 KB Each.....	742
TC-12.1.1.2: 100.14 HTTP Download on LTE Simulator - No Noise, No Fading 10 MB Size Web Page with 10 Embedded Images 1 MB Each.....	744
TC-12.1.1.3: 100.15 HTTP Download on LTE Simulator - No Noise, No Fading 15 MB Size Web Page with 15 Embedded Images 1MB Each.....	746
TC-12.1.1.4: 100.16 HTTP Download on LTE Simulator - No Noise, No Fading 20 MB Size Web Page with 20 Embedded Images 1 MB Each.....	748
TC-12.1.1.5: 100.17 HTTP Download on LTE Simulator- G=0dB, EVA5, 1 MB Size Web Page with 19 Embedded Images 50KB Each.....	750
TC-12.1.1.6: 100.12 HTTP Download on LTE Simulator - G=0dB, EPA5, 1 MB Size Web Page with 19 Embedded Images 50KB Each.....	752
Package 468: VoLTE and IMS	754
Package 468 Configuration.....	754
Package 468 Test Cases.....	756
TC-6.1.1.1: The UE Shall Activate Default Bearer with QCI=5 to be Used for SIP Signalling.....	756
TC-6.1.1.2: The UE Shall Request Connectivity to the IMS PDN Even if the Preceding Connectivity Request to the Internet PDN Fails.....	758
TC-6.1.1.3: The UE Shall Activate Default Bearer to the Well-known IMS PDN After Establishment of the Default Bearer to the Internet PDN.....	761
TC-6.1.1.4: The UE Shall Support Connections to Multiple PDNs.....	763
TC-6.1.1.5: 1.The UE Shall Use the P-CSCF IP Addresses in the PCO IE to Send the IMS Registration to the Selected P-CSCF. 2.The DNS and P-CSCF IP Addresses Shall be Passed to the UE in the PCO IE field.....	765
TC-6.1.1.6: The UE Shall Support a QCI=1 for Network Initiated Dedicated Bearers for the IMS PDN.....	767
TC-6.1.1.7: The UE Shall Handle the Error 500 from the Network.....	770
TC-6.1.1.8: The UE Shall be Able to Register ICSI and IARI Values.....	772
TC-6.1.1.9: The UE Shall Support IMS Restoration Procedures.....	774
TC-6.1.1.10: The UE Shall Format the UA String as Defined in RFC 2616.....	776

TC-6.1.1.11: The UE Shall De-register and re-register According to the Retry Scheme Defined for the Particular UE if P-Associate-URI is Missing.....	778
TC-6.1.1.12: The User-Agent Shall Have Maximum 50 Characters.....	780
TC-6.1.1.14: The UE shall support a minimum of 6 bearers (default and dedicated) which can be activated simultaneously.....	782
TC-7.1.1.3: The UE Shall Support SMS over-IP.....	784
TC-7.1.1.4: The UE Shall Use Correct TP-Address, SMS Text and The From-URI in SIP MESSAGE for MO SMS over IP.....	786
TC-7.1.1.5: The UE Shall Implement the Roles of an SM-over-IP Sender According to the Procedures in Sections 5.3.1 in 3GPP TS 24.341P (MO) to Multiple Recipients.....	788
TC-7.1.1.6: Phase II Depth - Develop Test "UE Shall Receive Mobile Terminated SMS over IMS".....	790
TC-8.1.1.1: The UE Shall Support the Procedures for P-CSCF Discovery via EPS.....	792
TC-8.1.1.2: IR 92 Compliant Voice Centric UE Shall Register for CSFB if IMS Registration Fails, Regardless of IMS PDN Connectivity.....	794
TC-8.1.1.3: A UE with VoLTE Support Shall Meet IR 92 Compliance.....	796
TC-8.1.1.5: UE Shall Support the Adaptive Multi-Rate (AMR) Speech Codec.....	798
TC-8.1.1.6: The UE Shall Support DTMF Events.....	800
TC-8.1.1.7: VoLTE Capable UE Shall Support Globally Routable UA URI (GRUU).....	802
TC-8.1.1.8: TS 23.216 v10.2.0 (12/2011) Shall be Fully Supported (SRVCC).....	804
TC-8.1.1.9: The UE shall support IMS emergency sessions (VoLTE Control plane)	807
TC-8.1.1.10: UE shall support SRVCC for IMS emergency sessions (VoLTE Control plane)	810
TC-8.1.1.11: A UE with VoLTE Support Shall Meet IR 92 Compliance - MO VoLTE Call Release	814
TC-8.1.1.12: SMS While in VoLTE Call.....	816
TC-8.1.1.15: Inter-system mobility / E-UTRA voice to UTRA CS voice / Unsuccessful case / Retry on old cell / SRVCC.....	818
TC-8.1.1.16: MT Call Ignored/Rejected.....	821
TC-8.1.1.17: Cancelling/Ending MT call.....	823
TC-8.1.1.18: Ringing Timer Expired.....	825
TC-8.1.1.19: VoLTE: Call Waiting.....	827
TC-8.1.1.20: VoLTE: Call Hold.....	829
TC-8.1.1.21: VoLTE: Caller ID.....	832
TC-8.1.1.24: Inter-system Mobility. E-UTRA MO Voice to UTRA CS Voice. SRVCC. Codec Modification LTE AMR-WB to UMTS AMR-NB Mode 12.2 7.95 5.9 4.75.....	834
TC-8.1.1.25: IMS PRD Breadth #60443: Develop Test "The UE Shall Use From: Header to Identify the Calling Party if the P-Asserted-Identity (PAI) Header is not Present or if the PAI Header is Empty for MT calls".....	837
TC-8.1.1.26: The UE Shall Attempt the Emergency Call on the CS Domain when it is in Limited Service Mode in LTE.....	839
TC-8.1.1.27: UE with VoLTE Support Shall Support Additional Addressing Mechanism. We are Checking 7 Digits Phone Numbers in this Test.....	841
TC-8.1.1.29: The UE Shall be Able to Enable the Option to Register Emergency Services Through IMS and Voice Would be Done Through CSFB: If VoPS Flag is False while EMS is True then the UE Shall Attempt Circuit Switch Call First as per 3GPP 23.167	843
TC-8.1.1.30: A UE with VoLTE Support Shall Support IMPU Assignment.....	846
TC-8.1.1.31: The UE Shall not Initiate SIP Registration when the ISIM Service Table does not Indicate the Availability of the GBA Service.....	848
TC-8.1.1.32: Emergency Call on the CS Domain when the UE Does not Support VoLTE, i.e. for LTE Devices with CSFB.....	850
TC-8.1.1.35: The UE shall be able to enable the option to register all services (including VoLTE) through IMS except for E911 voice (E911 voice would be done through CSFB) while in LTE.....	852

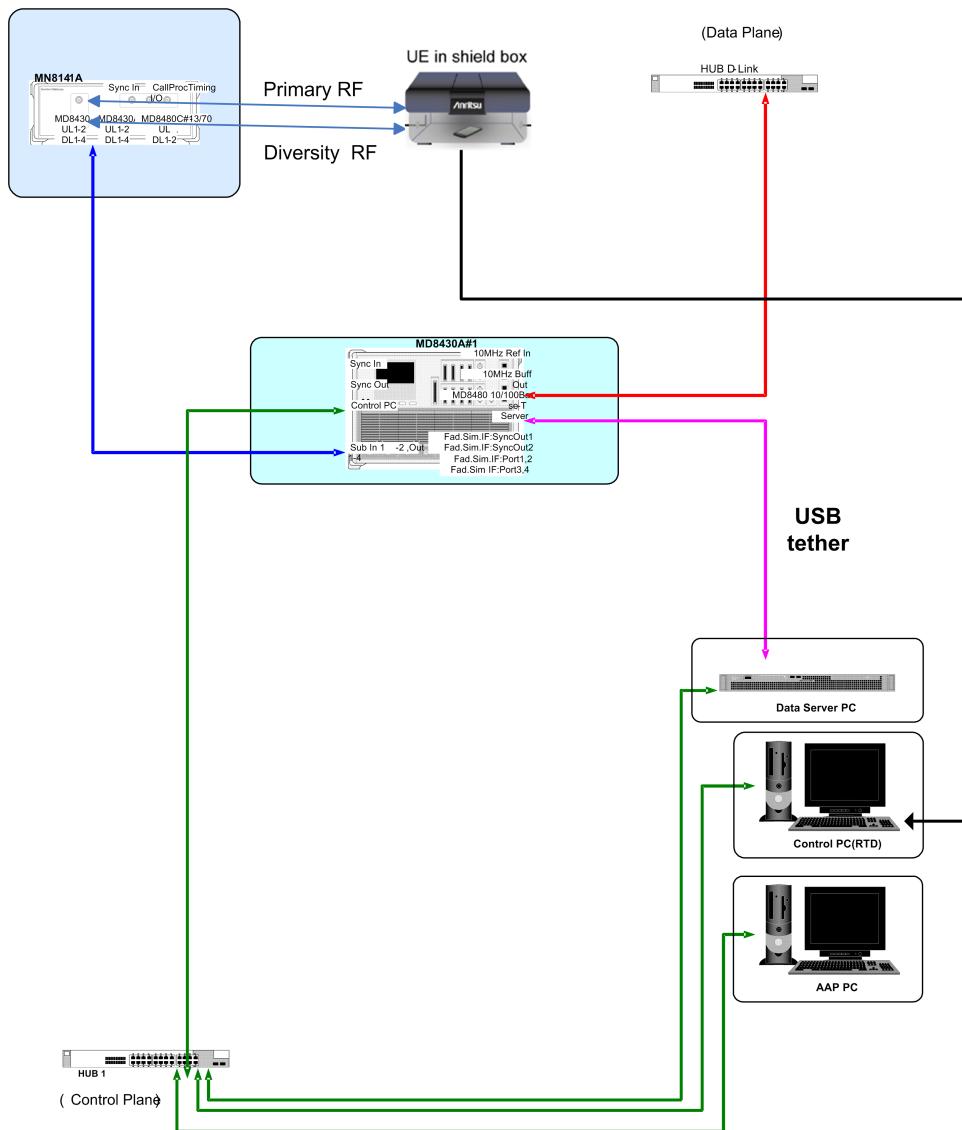
TC-8.1.1.37: The UE Shall Support 380 Redirect to Connect to an Alternate RAT During the Emergency Call Procedure	855
TC-8.1.1.38: Initiating an Emergency Call when IMS PS Voice Supported but no Support for Emergency Bearer	859
TC-8.1.1.39: The UE Shall Support P-Preferred-Service Header	861
TC-8.1.1.40: The UE Shall be Able to Enable the Option to Register all Services (including VoLTE) Through IMS Except for E911 Voice (E911 voice would be done through CSFB) while in LTE.....	863
TC-8.1.1.41: The UE Shall Use the P-Preferred-Identity in all SIP Requests	866
TC-8.1.1.42: SIP Registration Refresh on RAT changes.....	868
TC-8.1.1.45: The UE Shall be Able to Enable the Option to Register all Services Except Voice through IMS.....	871
TC-8.1.1.48: Upon a VoLTE Call Failure, the UE Shall Perform Retry on CS Domain on which the UE has Successfully Attached.....	873
TC-8.1.1.49: The UE Supports AMR-WB Codec Modes.....	875
TC-8.1.1.50: The UE Supports AMR Codec Modes.....	877
TC-8.1.1.51: Upon a VoLTE Emergency Call Failure, the UE Shall Perform Retry on CS Domain in which the UE has Successfully Attached.....	879
TC-8.1.1.53: The UE Shall Override Locally Generated Communication Progress when it Detects an In-band Information is Received from the Network as Early Media as Described in 3GPP TS 24.628.....	882
TC-8.1.1.54: The UE Shall Use the P-Asserted-Identity to Identify the Calling Party for MT Calls as Defined in RFC 3325	885
TC-8.1.1.55: Inter-system mobility / E-UTRA voice to GSM CS voice / SRVCC.....	888
TC-8.1.1.56: IMS PRD#60239: Mobile Originated Call - 480 Temporarily Unavailable Response Received	891
TC-8.1.1.57: Call Rejected due to Offered Media Format not Supported.....	893
TC-8.1.1.58: VoLTE Call Rejected due to Missing SDP	895
TC-8.1.1.59: Received SDP Answer without ptime Attribute.....	897
TC-8.1.1.60: Voice Mail Support.....	899
TC-8.1.1.61: Ringing Timer Stopped due to Call Cancelled.....	901
TC-8.1.1.62: Call Teardown - Network Initiated.....	903
TC-8.1.1.63: VoLTE: Call Rejected while Two Calls in Progress.....	905
TC-8.1.1.64: Mute / Un-Mute of Call Audio During VoLTE Call.....	908
TC-8.1.1.66: VoLTE: Conference Call Support	911
TC-8.1.1.67: The UE Shall Support DTMF Events During VoLTE Call and Intra LTE HO.....	914
TC-8.1.1.68: IMS PRD#60245: Switching Between VoLTE Calls - Received VoLTE Call while on Active Call.....	917
TC-8.1.1.69: MT - Originating Device is SIP Session Refresher, and Session Expires due to Originating Device.....	921
TC-8.1.1.70: MT - Terminating Device Assumes SIP Session Refresher Role.....	923
TC-8.1.1.71: MO Call Forwarding to Voice Mail – Received SIP 180 Ringing without SDP Answer.....	925
TC-8.1.1.73: VoLTE: RTP Inactivity Timer Expires while VoIP Call Active.....	927
TC-8.1.1.75: I Video Calls: Develop Test "Video Call Attempt, MT Device Accepts as VoIP Only".....	929
TC-8.1.1.76: Phase II Depth: DTMF during SRVCC to GSM.....	931
TC-8.1.1.78: Inter-system Mobility. E-UTRA PS Voice + PS to UTRA CS Voice + PS. SRVCC + PS.....	934
TC-8.1.1.80: Phase II Depth: Inter-system mobility / E-UTRA voice + PS data to GSM CS voice /SRVCC, PS data suspend on LTE.....	937
TC-8.1.1.81: PRD#62144: LTE (Band 4) to 2G (1900) with SRVCC without the PS Handover and without TMSI Reallocation.....	940

TC-8.1.1.82: PRD#62203: VoLTE Call to 3G (which is not available), Return to LTE Using Re-invite in IMS and Continue the Call with Data Transfer.....	943
TC-8.1.1.83: PRD#62203: VoLTE Call to 2G (which is not available), Return to LTE Using Re-invite in IMS and Continue the Call with Data Transfer.....	946
TC-8.1.1.85: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Establish a New Call and Swap Calls.....	949
TC-8.1.1.86: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Establish a New Call and Merge Calls.....	952
TC-8.1.1.87: PRD#62144: After SRVCC (LTE to 2G), Place Current Call on Hold and Dial USSD.....	955
TC-8.1.1.88: PRD#62144: After SRVCC (LTE to 2G) Call, Reject the New Incoming Call and Continue with SRVCC Call.....	958
TC-8.1.1.89: PRD#62144: After SRVCC (LTE to 2G), Place MO SMS which will not Affect the Voice Call.....	961
TC-8.1.1.90: PRD#62144: After SRVCC (LTE to 2G), Send MT SMS which will not Affect the Voice Call.....	964
TC-8.1.1.97: The IR.92 Capable UE Shall Support Forking: Second dialog is not answered, call proceeds on first dialog.....	967
TC-8.1.1.97_2: The IR.92 Capable UE Shall Support Forking: First dialog is not answered, Call proceeds on second dialog.....	970
TC-8.1.1.97_3: The IR.92 Capable UE Shall Support Forking: 7 forked dialogs. Call connected on seventh dialog. All other have no answer.....	973
TC-8.1.1.97_4: The IR.92 Capable UE Shall Support Forking: Neither of the two dialogs are answered, call times out.....	976
TC-8.1.1.126: The Codec Mode Set Config-WB-Code=0 {AMR-WB modeset=0, 1, 2/AMR-WB 12.65, AMR-WB 8.85 and AMR-WB 6.60} Shall be Supported - SCR Enabled Mode.....	978
TC-8.1.1.127: The Codec Mode Set Config-NB-Code=1 (12.2kbit/s, 7.4kbit/s, 5.9kbit/s and 4.75kbit/s) for AMR NB Shall be Supported - SCR Enabled Mode.....	981
Package 470: VoLTE Video IR.94.....	984
Package 470 Configuration.....	984
Package 470 Test Cases.....	986
TC-14.1.1.5: Dedicated Bearer (PRD#62219).....	986
TC-14.1.1.6: H.264 Video Codec (PRD#62220).....	988
TC-14.1.1.7: RTP and RTCP Support (PRD#62283).....	990
TC-14.1.1.8: INVITE for Video Call (PRD#62309).....	992
TC-14.1.1.9: Voice and Video Description (PRD#62323).....	994
TC-14.1.1.10: Duplex Channel in SDP (PRD#62324).....	996
TC-14.1.1.11: Initiate MO Video Call from Address Book. Verify audio and video sync during video call (PRD#62288).....	998
TC-14.1.1.13: Initiate MO Video Call from Address Book. Perform SRVCC to 3G Cell and downgrade to audio call (PRD- 62236).....	1000
TC-14.1.1.13_2: Initiate MO Video Call from Address Book. Perform SRVCC to 2G Cell and Downgrade to Audio Call (PRD- 62236).....	1003
TC-14.1.1.14: DUT Registration, Authentication with IMS and Subscription/Termination to/from regEvent.....	1006
TC-14.1.1.21: Verify DUT Transmits Audio and Video Payload Using User Datagram Protocol (UDP) (PRD#62289).....	1008
TC-14.1.1.23: Verify DUT Supports SIP URIs for Identities According to RFC 3261 (PRD#62240).....	1010
TC-14.1.1.24: Initiate MO Video Call from Address Book. Verify the Device Includes the Video Media Feature Tag in the Contact Header and Accept-Contact Header of the SIP INVITE Message for Establishing a Video Call to Indicate Device Video Capabilities (PRD#62311).....	1012

TC-14.1.1.25: Initiate MO Video Call from Address Book. Verify the Device Includes the ICSI Media Feature Tag in the Contact Header and Accept-Contact Header of the SIP INVITE Message for Establishing a Video Call to Indicate the Device Preferences when Setting up the Call (PRD#62313).....	1014
TC-14.1.1.26: The Device Must Support the Offer Response Model for SDP Negotiation for Video Call Setup as Described in RFC 3264 and RFC 6337 (PRD#62317).....	1016
TC-14.1.1.29: The Device Must Include the Video Media Feature Tags Irrespective of Video Media Being Present in SDP or Not (PRD#62312).....	1018
TC-14.1.1.30: The Device Must Include the ICSI and Video Media Feature Tags Even if the Message does not Contain any Video SDP Media Description in the Payload (PRD#62315).....	1021
TC-14.1.1.35: Device Must Publish the Service Availability Containing Tuple Element. Tuple Element Must Contain <status> (PRD 62261).....	1024
TC-14.1.1.37: DUT Registration, Publish with Presence Capabilities.....	1026
TC-14.1.1.38: DUT Registration, the Video Feature Tag in SUBSCRIBE.....	1028
TC-14.1.1.39: DUT Registration, Video Presence Notifications.....	1030
TC-14.1.1.40: DUT Registration, Process the Notifications and Update the Presence Status for the Contacts.....	1032
TC-14.1.1.45: The Presence Client Must Persistently Store the Video Calling Capability Indicator for Each Eligible Contact.....	1034
Package 471: VoLTE aSRVCC and eSRVCC	1037
Package 471 Configuration.....	1037
Package 471 Test Cases.....	1039
TC-8.1.1.91: PRD#62149: SRVCC to 3G, MO Call in Alerting Phase.....	1039
TC-8.1.1.92: PRD#62149: SRVCC to 3G, MT Call in Alerting Phase.....	1042
TC-8.1.1.93: PRD#62149: SRVCC to 2G, MO Call in Alerting Phase.....	1045
TC-8.1.1.94: PRD#62149: SRVCC to 2G, MT Call in Alerting Phase.....	1048
TC-8.1.1.95: PRD#62150: SRVCC to 3G, One Active Call + One Call on Hold.....	1051
TC-8.1.1.96: PRD#62150: SRVCC to 2G, One Active Call + One Call on Hold.....	1054
Troubleshooting.....	1057
Glossary.....	1059
Abbreviations.....	1059
Definitions.....	1065
Anritsu Global Addresses.....	1069

Test System Configuration

The figure below shows the standard hardware and software configuration for LTE Carrier Acceptance Testing.



Note: Certain package options also require an MD8480C signaling tester or MF6900A fading simulator. Full details of the specific requirements for each LTE test package are provided in section, [T-Mobile USA LTE Test Packages](#).

Line Color Code	Connection
—	Connects the Sub In 1-2, Out 1-4 of MD8430A#1 to the UL 1-2 and DL 1-4 of MN8141A.
—	Connects the MN8141A to the DUT in shield box. The two connections represent Primary RF and Diversity RF.
—	Connects the following to the HUB 1 (Control Plane): <ul style="list-style-type: none"> • Data Server PC

TC-3.1.1.2: Intra-LTE, Intra-frequency (Band 4) ANR Measurements, New PCI Discovery, A3, RSRQ, Fading Channel

Test Purpose

This test verifies the following DUT capabilities:

- Support of event A3 measurement
- Support of intra-frequency report CGI measurement
- Support of long DRX and MAC DRX command

Conformance Requirement

Refer to the following 3GPP technical specifications for behavior:

- 3GPP TS 36.214
- 3GPP TS 36.321 clause 5.7
- 3GPP TS 36.331

Test Configuration and Environment

Network Cell Configuration:

- Cell 1: LTE cell, Band 4, DL EARFCN = 2175
- Cell 2: LTE cell, Band 4, DL EARFCN = 2175
- Cell 3: LTE cell, Band 4, DL EARFCN = 2175
- Cell 4: LTE cell, Band 4, DL EARFCN = 2175

The USIM has default contents.

Initial Environment Conditions

The DUT is in automatic PLMN selection mode.

Cell	Power Level	Radio Access Technology
1	-85 dBm	E-UTRAN
2	OFF	E-UTRAN
3	OFF	E-UTRAN
4	OFF	E-UTRAN

Test Preamble

1. The SS prompts the user to power off the DUT, and configures LTE Cell 1 and LTE Cell 2.

Test Procedure

The test procedure is as follows:

Step 1:

1. The SS configures and activates LTE Cell 1.

Step 2:

1. The SS prompts the user to power on the DUT.
2. The SS waits for LTE Cell 1 RRC Connection Request from the DUT.
3. The SS handles the registration of the DUT for LTE Cell 1.

EXHIBIT B

SISVEL Discussions and negative feedback received from SISVEL as patent portfolio might not have been a fit for SISVEL.

Subject: R: Sisvel & Eglia Corp - LTE follow-up

Date: Thursday, July 28, 2016 at 3:34:57 AM Eastern Daylight Time
From: Davide Ferri
To: Edwin Hernandez, PhD, Sumi Helal

Dear Edwin, Dear Sumi,
would you be so kind in updating us about this project ?

Looking forward to hearing from you,
Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Davide Ferri
Inviato: venerdì 8 luglio 2016 12:56
A: 'Edwin Hernandez, PhD' <edwinhm@eglacorp.com>; Sumi Helal <sumi.helal@gmail.com>
Oggetto: Sisvel & Eglia Corp - LTE follow-up

Dear Edwin, Dear Sumi,
please find attached the NdA we would kindly ask you to evaluate and if possible execute to move forward in the discussion about the LTE pool we have been managing.

As mentioned over the phone, the evaluation is performed by an evaluator, which assesses the patent's relationship to the standard.

To start the process, you should:

- 1) Submit a patent for evaluation together with its file history;
- 2) Identify the patent claims to be examined
- 3) Identify and provide pdf files for the sections of the LTE standard to which it believes those claims apply; and
- 4) Provide a chart containing the comparison of sections /subsections of the LTE standard with the relevant elements of the claim(s) of the patent(s) to be evaluated.

Consequently, the evaluator will:

- 1) Review the technical requirements of the identified sections;
- 2) Analyse whether the technical requirements of the identified sections of the standards are included in the scope of the patent claims;
- 3) Develop legal/technical arguments regarding the coverage of the requirements of the standard by the claims of the patent;
- 4) Generate a Preliminary Relevancy Evaluation (PRE) regarding the relevance of the patent claims to the LTE standard;
- 5) Accept patent owner's comments/rebuttals to the PRE;
- 6) Upon finding of essentiality, generate a Final Relevancy Report for distribution to Sisvel and the patent owner.

A patent is evaluated as essential to the LTE standard if at least one claim of the patent is necessarily infringed by the use of the LTE standard.

The US evaluator is the following firms: Panitch Schwarze Belisario & Nadel and the cost of each US evaluations is USD 7,500.

I hope this information are useful and we look forward to hearing from you,

Kind Regards,

Davide Ferri

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]
Inviato: giovedì 7 luglio 2016 22:42
A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>
Oggetto: Re: R: R: Eglia Corp & LTE

Hi Davide,

Could you please provide us with the 3rd party law firm to review our portfolio. You can find a list of the patents herein:

http://mobilityworkx.co/patent_portfolio/

Best Regards,

Edwin

On 7/6/16, 12:12 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

+39-3316132637

-----Messaggio originale-----

Da: Edwin Hernandez, PhD [<mailto:edwinhm@eglacorp.com>]
Inviato: mercoledì 6 luglio 2016 18:07
A: Davide Ferri <davide.ferri@sisvel.com>; Sumi Helal <sumi.helal@gmail.com>
Oggetto: Re: R: Eglia Corp & LTE

I am in the bridge also, I only hear a person speaking italiano.
My Skype is edwinhe

On 7/6/16, 12:04 PM, "Davide Ferri" <davide.ferri@sisvel.com> wrote:

Dear guys,
the bridge is on and I'm waiting for you,

Regards,
Davide

-----Messaggio originale-----

Da: Sumi Helal [<mailto:sumi.helal@gmail.com>]
Inviato: martedì 5 luglio 2016 19:19
A: Davide Ferri <davide.ferri@sisvel.com>; Edwin Hernandez, PhD <edwinhm@eglacorp.com>
Oggetto: Re: Eglia Corp & LTE

Edwin, Davide,

What time zone is this invitation tomorrow at 12:00pm?

Sumi Helal--

On 7/5/16 1:10 PM, Davide Ferri wrote:

--

Sumi Helal
www.cise.ufl.edu/~helal

Subject: RE: No patents in your pool
Date: Wednesday, July 6, 2016 at 3:54:04 AM Eastern Daylight Time
From: David Muus
To: Edwin Hernandez, PhD
CC: Davide Ferri
Attachments: image001.gif

Dear Edwin,

On our website you can find extensive information regarding the patents included in the Sisvel LTE Patent Pool. Please see the information available for download on <http://sisvel.com/lte-ltea/patents>.

I would be keen to understand your interest in the Sisvel LTE Patent Pool. Perhaps you could clarify your request so that we may assist you better.

I already understand that you also reached out to my colleague Davide Ferri, so I include him to this message.

Best regards,
David

David Muus
Program Manager
Sisvel UK Limited

T: +44 203 053 6930
F: +44 207 494 9037



SUCCESSFULLY FOSTERING
AND VALORIZING INNOVATION | SINCE
1982

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]
Sent: 05 July 2016 15:31
To: LTE <lte@sisvel.com>
Subject: No patents in your pool

How many patents are in your pool? Do you have a list?
Regards,

Edwin

Subject: RE: LTE Question
Date: Tuesday, July 5, 2016 at 10:58:05 AM Eastern Daylight Time
From: Tracy Edwards
To: 'Edwin Hernandez, PhD', PiD-QnA
Attachments: image001.png

Dear Mr. Hernandez,

Thank you very much for your email.

MPEG LA currently administers the following active programs: MPEG-2, MPEG-2 Systems, 1394, MPEG-4 Visual, ATSC, AVC (H.264), HEVC (H.265), MVC, VC-1 and DisplayPort. We are also in the process of forming a joint licensing program for MPEG-DASH. If you have any patents related to these programs, we would be happy to provide additional information regarding the submission and inclusion of such patents in our programs.

In terms of LTE, we understand Sisvel (www.sisvel.com) and Via Licensing (www.via-corp.com) offer patent pools in this area. You may wish to contact either of these entities directly for more information regarding their programs.

Thank you again for your interest. If we may be of additional assistance, please do not hesitate to contact us.

Best regards,

Tracy Edwards | Director, License Management
MPEG LA, LLC
4600 S. Ulster St., Suite 400
Denver, Colorado 80237 USA
TEL: 303-331-1880 Ext. 121 | FAX: 303-331-1879
tedwards@mpegla.com | www.mpegla.com

From: Edwin Hernandez, PhD [mailto:edwinhm@eglacorp.com]

Sent: Tuesday, July 5, 2016 8:21 AM

To: PiD-QnA <PiD-QnA@mpegla.com>

Subject: LTE Question

Hi

I would like to submit our portfolio to the patent pool and wonder what would be the process of doing so?

Best Regards,

--

Edwin A. Hernandez, PhD

**Chief Technology Officer - Founder
EGLA COMMUNICATIONS**

"Merging the worlds of cloud and Cable TV with MEDIAMPLIFY. Simplified video and music distribution "



[Twitter](#) | [Facebook](#) edwinhm@eglacorp.com

www.eglacomm.net | www.mediaplify.com |

Office: 561.869.4446 * Cell: 561.306.4996 | +504 95772665 * Fax: 954.919.1494

skype: edwinhe eglacomm

EXHIBIT C

Example of Instructions given to Attorneys regarding Damages Report and not filing it as it was written

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Date: Friday, October 5, 2018 at 11:46:06 PM Eastern Daylight Time

From: Edwin Hernandez

To: Cabrach Connor

CC: Dr. Sumi Helal, David Skeels, Rick Sanchez, Kevin Kudlac, Harald Braun, Bob Taylor

Thanks for all the calls, but we are running out of time. **PLEASE COMPLY WITH OUR REQUESTS**

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:44 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

How many times do I have to give you the instructions? Follow our requests, verbatim
Please send me an email, stop calling

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:37 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

We are on the line with Magee's team. Edwin, please answer your phone.

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:36 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks for the advice, please do so as requested, there is no time left! MAKE THOSE CHANGES, get it all signed
as instructed by us, TWICE

one in the REDACTED version and the one we can't see because it is AEO.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:33 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, I'm trying to arrange a call with Magee. May we call you?

If those paragraphs come out, the report will be struck and we may not be allowed to submit another one.

From: Edwin Hernandez <edwinhm@gmail.com>
Sent: Friday, October 5, 2018 10:31 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

Thanks, please one last time REMOE ALL items 138-186, and replace them with

a. Royalty Baseand DamagesCalculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:29 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

OK, we will revert to the original draft of para 93.

From: Edwin Hernandez <edwinhm@gmail.com>
Sent: Friday, October 5, 2018 10:22 PM
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

Leave item 93 untouched as well, Just remove ITEM 138-186 and replace them with

a. Royalty Baseand DamagesCalculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

This is the 3d time I am copy pasting the same text

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:21 PM Edwin Hernandez <edwinhm@gmail.com> wrote:

Hi Cab,

The DAMAGES Report One more time, REMOVE ALL PARAGRAPHS, References, etc from ITEM 138-186? Delete them, erase them,

That is what is being instructed, and we want the REDACTED version of that signed by Maggee, the version we can't see, MUST COMPLY with the same request, or REMOVE ALL items from 138-186 in their totality,

Thank you!

Edwin

On Fri, Oct 5, 2018 at 11:18 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Paragraph 93 is already changed per your instruction.

I suggest we ask Magee to add this paragraph to the end of his report and keep all of 138-186. Can we do that? If the new information changes Magee's opinions, he can prepare and serve a supplemental or amended report. But a report without these sections is incomplete and will not survive a Daubert challenge.

Can we do that, Edwin?

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 10:16 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: Dr. Sumi Helal <sumi.helal@gmail.com>; David Skeels <Dskeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Bob Taylor <Robert.Taylor@rptstrategies.com>

Subject: Re: DAMAGES REPORT INSTRUCTIONS

If you don't want to change item 93, leave it alone then, but

All items 138-186 should be REMOVED and will be replaced with

a. Royalty Base and Damages Calculation

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seem to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Thank you, please do so as requested! Thanks again!!!

Sorry, please email me any further questions!!!

Regards,

Edwin

On Fri, Oct 5, 2018 at 11:04 PM Cabrach Connor <Cab@connorkudlaclee.com> wrote:

Edwin, Sumi:

If I'm understanding you correctly, you want to remove paragraphs 138-186 from Magee's report. These are his analysis on GP factors 13-15, his reasonably royalty analysis, royalty stacking analysis, royalty base and damages. This is the heart and conclusions of his report. If we take these out, he has no damages opinion and no basis for his ultimate opinion on the amount of damages the jury should award. Please call me.

From: Sumi Helal <sumi.helal@gmail.com>
Sent: Friday, October 5, 2018 10:01 PM
To: Edwin Hernandez <edwinhm@gmail.com>; Cabrach Connor <Cab@connorkudlaclee.com>
Cc: David Skeels <DSkeels@whitakerchalk.com>; Rick Sanchez <RSanchez@whitakerchalk.com>; Kevin Kudlac <kevin@connorkudlaclee.com>; Harald Braun <haraldjbraun11@gmail.com>; Robert Taylor <Robert.Taylor@RPTSTRATEGIES.COM>
Subject: Re: DAMAGES REPORT INSTRUCTIONS

... Copying our advisors: Bob and Harald into this email. These are our edits and comments on the Damage report.
Sumi--

On 10/6/18 3:42 AM, Edwin Hernandez wrote:

First Damages -- Please Follow these INSTRUCTIONS as presented herein:

Instructions:

- Remove items (ALL OF THEM) From 138-onwards from original DRAFT - REDACTED and NON-REDACTED (See Attached for more details)
- As shown in the new report, 138 is replaced by a paragraph describing what happened
- Item 93 adds a line about my testimony, regarding the 0.07% royalty-base on gross revenues that was not mentioned. (See Attached for more details)

We will need a signature on Maggee on the REDACTED version as well.

The REDACTED version MUST Be posted in the same FOLDER that will be shared with ALSTON and BIRD. Preferably SFTP share will be needed or SHAREFILE.

Here it should read 93 in the REDACTED and NON-REDACTED VERSION:

93. However, they indicate EGLA or Mobility's intention. Dr. Hernandez considered that his patents were not going to be licensed at FRAND rates,^[1]and should be licensed at a higher than FRAND rates. ^[2]Dr. Hernandez testified that a 0.07% royalties on gross revenues was to be used in case of a negotiation

Here it should read 138-140 in the REDACTED and NON-REDACTED VERSION

a.

*Royalty Base and
Damages Calculation*

138. Shortly before I finalized this report, I was alerted to the discovery of documents in the public domain describing UE testing performed by Anritsu for T-Mobile. The documents seems to include information that affects the Royalty Base and Damage Calculations. I understand Mobility Workx has requested additional all relevant documents to be produced by T-Mobile about such testing and performance requirements. I plan to amend this report to show Royalty Base and Damage Calculations in light of the newly discovered information as soon as the information is produced by T-Mobile.

b. Prejudgment Interest

139. I understand that prejudgment interest is determined based on the discretion of the Court. If requested, I am willing to assist in determining the appropriate amount of prejudgment interest in this matter.

140. I declare that the statements in this report and declaration are true and correct.

Regards,

Edwin

--

Sumi Helal

352-214-0736

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

--

Edwin A. Hernandez, PhD
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-A. Einstein-

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Edwin A. Hernandez, PhD
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"Imagination is more important than knowledge"
-A. Einstein-

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

EXHIBIT D

Example of Instructions given to Attorneys regarding Infringement Report and not filing it as it was written



Edwin Hernandez <edwinhm@gmail.com>

INFRINGEMENT REPORT INSTRUCTIONS

3 messages

Edwin Hernandez <edwinhm@gmail.com>

Fri, Oct 5, 2018 at 10:46 PM

To: Cabrach Connor <Cab@connorkudlaclee.com>

Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>, David Skeels <DSkeels@whitakerchalk.com>, Rick Sanchez <RSanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>

Same instruction as in the damages report REDACTED and NON REDACTED Reports **must be signed by Blackburn**, and send copies to us and uploaded together for ALSTON and BIRD at a folder or an SFTP site.

This report needs to add the following text in item 157-159 must be replaced for the following Text:

157. Shortly before I finalized this report, I was alerted to documents describing UE testing performed by Anritsu for T-Mobile. In particular, the document titled, “MX786201A-460 T-Mobile LTE Test Package Reference Manual” (TEST-DOC1) describes tests performed to ensure that UEs deployed on the T-Mobile USA LTE network comply with certain technical standards and are capable of performing handover as I have described here in my report as meeting all limitations of the asserted claims. The document describes a System Simulator called SS developed by Anritsu, which was built for T-Mobile Specifications. It shows tests used for carrier acceptance testing for T-Mobile LTE network (over 1000 pages of tests) and test plans that follow T-Mobile test requirements, including configuration of UE, and simulation environment for Handover, Cell Selection, IRAT, Circuit Switched and Packet Switched among other scenarios.

158. The Anritsu testing document, in addition to another supporting document bearing the same title (“MX786201A-460 T-Mobile LTE Test Package”), but containing a presentation (TEST-DOC2) confirm that T-Mobile employs functionality consistent with Mobility Workx’s infringement contentions in this case and contrary to T-Mobile’s

non-infringement assertions. In particular, the documents show the use of the following elements in the T-Mobile network:

- The use of Self-Organizing Networks (SON Networks), Package 463 for the SS (TEST-DOC1), and Slide 14 of the PPT (TEST-DOC2)
- The use of Automatic Neighbor Relation (ANR) and multiple testing for cell-reselection – in relation to advertisement (Pages 39 – 159) messages, PCI, EGCI and RRC Connection Reconfiguration message as presented in the invalidity contentions that was submitted to this court (TEST-DOC1)
- Additional test cases for Handover and specially Circuit Switched Fall Back and neighbor cells in RRC_IDLE and RRC_CONNECTED modes which are important to prove infringement
- The TimeToTrigger and mobility rate or speed (high-, med-, low-mobility) is also shown in a NOKIA tutorial titled “Mobility Management
- LTE Radio Parameters RL20” on Pg 16 for example, and an Ericsson’s manual titled “LTE L13 Radio Network Functionality” Page 113 (Speed Dependent Scaling of Cell Re-Selection) and Pg 339. LTE specification calls it “Scaling” factor. T-Mobile continues to assert that it does no speed-dependent scaling, and these documents appear to contradict that claim.

159 . I understand Mobility Workx has requested additional information from T-Mobile about all testing and performance requirements. Once obtained and sent to me, I plan to amend this report in light of the revealed information from all the testing documents.

 **Blackburn Opening Report (Infringement) DRAFT v8 redacted-2.docx**
2535K

Cabrach Connor <Cab@connorkudlaclee.com>

Fri, Oct 5, 2018 at 10:53 PM

To: Edwin Hernandez <edwinhm@gmail.com>

Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>, David Skeels <dskeels@whitakerchalk.com>, Rick Sanchez <rsanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>

Edwin, can you call me to walk me through these changes so I can implement?

Cabrach J. Connor
Connor Kudlac Lee PLLC

From: Edwin Hernandez <edwinhm@gmail.com>

Sent: Friday, October 5, 2018 9:46:33 PM

To: Cabrach Connor

Cc: Dr. Sumi Helal; David Skeels; Rick Sanchez; Kevin Kudlac

Subject: INFRINGEMENT REPORT INSTRUCTIONS

[Quoted text hidden]

Sumi Helal <sumi.helal@gmail.com>

Fri, Oct 5, 2018 at 11:01 PM

To: Edwin Hernandez <edwinhm@gmail.com>, Cabrach Connor <Cab@connorkudlaclee.com>

Cc: David Skeels <DSkeels@whitakerchalk.com>, Rick Sanchez <RSanchez@whitakerchalk.com>, Kevin Kudlac <kevin@connorkudlaclee.com>, Harald Braun <haraldjbraun11@gmail.com>, Robert Taylor <Robert.Taylor@rptstrategies.com>

... Copying our advisors: Bob and Harald into this email. These are our edits and comments on the infringement report.

Sumi--

[Quoted text hidden]

--

Sumi Helal
352-214-0736

 **Blackburn Opening Report (Infringement) DRAFT v8 redacted-2.docx**
2535K

EXHIBIT E

Damages Report first receipt at 8:18PM EST



Edwin Hernandez <edwinhm@gmail.com>

DRAFT Magee Exp Rpt 10-5-18 REDACTED

2 messages

Cabrach Connor <Cab@connorkudlaclee.com>
To: Sumi Helal <sumi.helal@gmail.com>, Edwin Hernandez <edwinhm@gmail.com>

Fri, Oct 5, 2018 at 8:18 PM

Here's the redacted damages report. XXX replaces TMO confidential financial information.

DRAFT Magee Exp Rpt 10-5-18 REDACTED.docx
1968K

Edwin Hernandez <edwinhm@gmail.com>
To: Cabrach Connor <Cab@connorkudlaclee.com>
Cc: "Dr. Sumi Helal" <sumi.helal@gmail.com>

Fri, Oct 5, 2018 at 9:34 PM

We are checking this also,
Edwin

[Quoted text hidden]

--

Edwin A. Hernandez, PhD
VP of Engineering
EGLA COMMUNICATIONS
<http://www.eglacomm.net/>

"Imagination is more important than knowledge"
-A. Einstein-

EXHIBIT F

Infringement Report first receipt at 8:00PM EST

Subject: Blackburn Opening Report (Infringement) DRAFT v7 redacted
Date: Friday, October 5, 2018 at 8:00:48 PM Eastern Daylight Time
From: Cabrach Connor
To: Edwin Hernandez
CC: David Skeels, 'Rick Sanchez', Kevin Kudlac
Attachments: Blackburn Opening Report (Infringement) DRAFT v7 redacted.docx

Edwin, here's Blackburn's report current draft. I redacted sensitive AEO information.

The testing section is near the end at para 157.

We'll take whatever you add (please in redline) and paste into final.

US Department of Justice
Courier Packages
Fraud Section, Criminal Division
U.S. Department of Justice
1400 New York Ave., NW
Bond Building--4th Floor
Washington, DC 20005

December 5th, 2018

To Whom may this concern,

In this package, you can find a sworn declaration with exhibits of all facts in relation to the suspected collusion between T-Mobile's counsel with our counsel during the case between Mobility Workx, LLC vs T-Mobile Inc, et. a. We are Dr. Sumi Helal and Dr. Edwin Hernandez founders and inventors of the patent portfolio mentioned in this declaration.

Cases:

- 4:17-cv-00567
- 4:17-cv-00872

The attached declaration may be submitted to the court, as we were unable to retain patent counsel as the damage done to the case is high and timelines are impossible to meet for new lawyers. Under those circumstances, we have been obligated to sign an MOU and a licensing agreement to T-Mobile, even when the agreement overreaches the MOU, but under our situation without any appropriate legal representation, we had only this option left and stop further destruction of our intellectual property portfolio. We believe that the way this fraud works is as follows:

- Broker or attorneys engage inventors by posting on a website catchy phrases like that “Billions of dollars transacted on IP,” that will make believe inventors can monetize their intellectual property.
- Make inventors believe that a broker and his attorneys will represent inventor’s patents or technologies by using “Attorney Client Relationships” as a shield.
- Stage inventors with court proceedings that will make inventors think that the best possible outcome is employed to license inventor’s technologies.
- The Broker or attorneys will pretend that a major investment is made to obtain “high returns” from the portfolio, when in fact, little to no money is invested. At the maximum, minimal expenses are paid,, as the real outcome is negotiated to benefit the broker and the licensee, not the inventor.
- The Broker then finds a way to collude with defendants or potential licensee’s attorneys or licensee’s legal counsel, and obtain a payment to the broker and attorneys to settle the case.
- The Broker and his attorneys will pretend in court that the legal matter is being disputed while using a back door channel to get the deal done and lie to the court about a proceeding that has already been pre-arranged.
- The defendant and now potential licensee is happy as companies like TMOBILE have to deal with many patent proceedings, and this is an economical solution with a fixed outcome.

- Broker and attorneys, that allegedly are representing the inventor, then figure out a way to minimize exposure to the defendant or licensee.
- The broker and/or attorneys that pretend to represent the inventor's technology, strategize ways to minimize damage from inventor's portfolio, poke holes, and obligate the inventor to sign a license. The broker and his lawyers will use a network of experts that will assist him and refuse to hire anyone else:
 - The network of expert witnesses that will obey and write expert testimony that will minimize and reduce exposure, and will obey to the broker and the attorney no the inventor,
 - The network of economic experts will decrease damages and report in favor to the pre-arrange outcome of the case not the inventors.
 - All expert witnesses network are hired by the broker and hold loyalty to their scheme. It seems that in the case of Magee & Magee Consultants they have received contracts over \$US 3M (Jack Ma's statement) from the Broker and Attorneys.
 - The attorneys try to make everything and everything "Attorneys Eyes Only" in ways inventors cannot see any evidence presented by the defendant, or any evidence discovered.
 - Use the fact that inventors cannot see the evidence by arguing that inventor's have "no case"
- We believe that if defendant or potential licensee is not friendly to the collusion and pre-arranged outcome of a deal, broker and attorneys go full force against that target, or may not support the inventor any longer,
- Broker and Attorneys know most inventors are not aware of the legal process and will be taking advantage of, by not only staging that their rights patents are being fought, but by also taking a cut from whatever it is staged to have been left to the inventor.. .

During this process, attorneys, expert witnesses, and all associated members defraud the inventor, as inventors usually assign the case on full contingency and will have no means to sustain a patent case, as costs would be in the hundreds of thousands of dollars or millions of dollars.

Hence, if an individual inventor discovers and unveils the fraud, inventors are pounded with costs, increased legal fees, and removing the "financial support" from the broker, as part of the "punishment" or their "Racket" and force the pre-arranged outcome.

In this case the players we are aware of are:

1. Broker: Dominion Harbor, Inc
2. Attorneys Plaintiff: Whitaker & Chalk, Connor Kudlac & Lee (CKL Law).
3. Attorneys Defendants: ALSTON & BIRD
4. Licensees: T-Mobile, Apple Inc, Verizon, Nokia.

Feel free to reach me at edwinhm@eglacorp.com or edwinhm@gmail.com or 5613064996 or Dr. Helal at sumi.helal@gmail.com. Or you may reach Mr. Michael Machat, Esq at info@machatlaw.com or call 310-860-1833/

Dr. Edwin A. Hernandez

STATEMENT OF FACTS BY DR. EDWIN A. HERNANDEZ, PHD

Mobility Workx, LLC (MWx), represented by its co-inventors, co-founders and Principal Managers: Dr. Edwin Hernandez, PhD, and Dr. Abdelsalam Helal, PhD, would like to inform the US Department of Justice of the following events and facts that are taking place in the US Courts:

Facts:

1. Dominion Harbor entered into an agreement with Mobility Workx, LLC to monetize on the patent portfolio owned by Mobility Workx. Dominion Harbor presented counsel to Mobility Workx that would work to represent the portfolio, and argue they will fund litigation efforts to monetize the patents owned by Mobiltiy Workx.
2. In and around, September 2018, Dominion Harbor withdrew all support for the cases under Mobility Workx, arguing that Mobility Workx committed a breach of its contract, and as a consequence, Counsel insinuated that a \$250,000 retainer might need to be required during a conference call between Mr. Rick Sanchez and Mr. David Skeels in September.
3. This is particularly suspicious that Dominion Harbor principals were associated in the past with TMOBILE's Lead counsel, Michael Newton.
4. Dominion Harbor principals, David Pridham and Mr. Patrick Anderson, where involved in a case representing IPNAV in the W.D. of Wisconsin on and around 2008, in a case between Taurus IP and Daimler Chrysler.

In this case, Anderson now principal of Dominion Harbor, and David Pridham (**Exhibit J**) were involved in a case where perjury was an issue and IPNAV's reputation was bad. An opinion made by the court on 3d day of June, 2008, as part of the opinion and Motion for sanctions made by Judge BARBARA CRABB, District Judge. (**Exhibit I**)

"Defendants contend that additional sanctions are warranted because (1) Spangenberg, Mike Newton and David Pridham misrepresented Taurus's infringement contentions at trial so that Orion could avoid liability for its breach of warranty; (2) Newton tried to evade the court's rulings on motions in limine; and (3) Spangenberg engaged in improper behavior by directing Anderson to improperly influence a witness."

5. We have strong reasons to believe that MWx' Counsel attorneys, Mr. David Skeels and Mr. Enrique (Rick) Sanchez, Jr. from Whitaker Chalk Swindle & Schwartz PLLC (Whitaker & Chalk), and Mr. Cabrach Connor from Connor Kudlac Lee PLLC (CKL), are not working to benefit and

are colluding with Dominion Harbor and Mr. Newton from TMOBILE. As the following demonstrate, CKL and Whitaker which were hired by Dominion Harboard are not working on MWx' interest and in fact, had work or are working to assist and help opposite counsel for TMOBILE and Verizone in their goals and objective . As clear examples, we can find:

- a. On October 3rd 2018, Dr. Hernandez discovered evidence of use of the US Patent 7231330 by T-Mobile on a website, see Exhibit A - ANRITSU's TMOBILE Test plan for LTE (**Exhibit A**)
- b. Although MWx was informed that T-MOBILE had declared that they didn't use any emulation technology that uses our '330 patent at the time. Attorney's Eyes Only (AEO) was used to cloud validation of such statement.
- c. On October 5th 2018, Dr. Hernandez pleaded to Mr. Connor not to submit the expert report made by Dr. Stephen Magee and his associates (e.g., Mrs. Keiko Hekkino, among others) as it contained false statements of a hypothetical negotiation between SISVEL and MWx. Actual communication with SISVEL occurred July 26, 2016 (**Exhibit B**). All these documents were produced to our attorneys, and the results from that negotiation was that SISVEL would require us to submit the patents, but Mr. Davide Ferri, then one of SISVEL's Corporate Managers, expressed that our patents were not a good fit for SISVEL's LTE Patent Pool.
- d. Although MWx suggested removal of the section regarding SISVEL from Mr. Magee's expert report, on the ground that it contained false assumptions and hence arguments that were false. Despite numerous requests not to submitted the report, Mr. Connor submitted the report to opposing counsel anyway despite repeated and clear instructions to the opposite (**Exhibit C**).
- e. On October 5th, 2018, Dr. Hernandez pleaded Mr. Skeels not to submit the expert report made by Mr. Thomas Blackburn as Mr. Blackburn did not consider the ANRITSU TMOBILE LTE Test Conformance Document (**Exhibit D**).
 - i. The test conformance report include multiple handover scenarios showing when the signal is sent for handover
 - ii. This test report was and is a crucial discovery by Dr. Hernandez that showed clearly and in a simplified fashion how handover is validated and tested by TMOBILE
 - iii. These battery of test cases are performed in all new mobile phones that TMOBILE sells to their customers.
 - iv. MWx counsel was informed of this report discovery, and asked to convey it to Mr. Blackburn and to opposing counsel requesting further discoveries on this matter.
 - v. Mr. Blackburn's expert report ignored this document, and we are uncertain if opposing counsel has received our request for further discoveries.
- f. MWx, had only 4 hours and 41 minutes to read, review and respond to Mr. Magee and Mr. Blackburn's report. The deadline for filing was midnight Central Standard Time on October 5th, 2018. The two reports were sent by our counsel to MWx, at

8:00PM and 8:19PM Eastern Standard Time (5h and 4h:41m before the filing deadline) (**Exhibit E** and **Exhibit F**). This MWx Workx, LLC, in peril. Yet, we have provided comments about both reports (requesting removal of the SISVEL argument from Mr. Magee's report, and the addition of the Test Conformance Report reference in Mr. Blackburn's report). Our repeated requests and pleases were denied, and the reports were sent to opposing counsel despite our disagreement.

6. Recently, APPLE sent us a letter stating that MOBILITY WORKX has broken its licensing agreement with Apple by requesting payments for APPLE's devices from TMOBILE.
 - a. It is unknown how APPLE was able to see Dr. Stephen's Magee expert report, as that contained substantial potential discussions that would make Apple do that. The question is, how APPLE derived such conclusion, if this was not given by TMOBILE or by our own attorneys. (**Exhibit H - Letter from Apple**)
7. We at the company believe that TMOBILE's counsel lead, Michael Newton, from **ALSTON & BIRD** might have manipulated and potentially engaged in tampering with TMOBILE witnesses by making the following statements that were communicated verbally to us from Mr. Connor and Mr. Skeels
 - a. TMOBILE submitted under AEO or other method a statement that it does not use any emulation technology like the '330 patent or Spirent emulation, when it is more than clear that ANRITSU makes the same type of device as Spirent and a claim chart showing infringement can be made with the test cases presented in the document (**Exhibit A**)
 - b. TMOBILE engaged in collaboration with NOKIA. NOKIA and MWx signed an NDA (**Exhibit G**) and Byron Holz, an ex-ALSTON & BIRD attorney led the communications which included same or similar language as the one used by TMOBILE counsel, hence fishing information from MWx.
 - c. Drs. Hernandez and Helal have done significant efforts to find appropriate counsel but given the exposed situation as stated above, MWx has been unable to meet this court deadlines and schedule.
8. Dominion Harbor still has a relationship with CKL, in fact Dr. Mitch Kline contacted Dr. Helal requesting some assistance to submit some documents to favor Connor, as early as mid-November 2018.
9. We then have strong grounds to believe that Dominion Harbor is still manipulating and influencing the lawyers and gaming the system in their favor, which is for some reason, damage the value of the patents and obtain victories for TMOBILE & VERIZON.
10. CKL and Whitaker & Chalk have played with us, for the TMOBILE case they act as "counsel" but in a "limited fashion," which is not clear to us, when are they acting as counsel and for who are they acting as counsel,

11. In fact, Bob Taylor was hired by Mobility Workx, as General Counsel and had to do the licensing negotiations what CKL and Whitaker & Chalk was supposed to do, however they remained as counsel, but they are not counsel.
 - a. CKL and Whitaker & Chalk have insisted in remaining counsel for TMOBILE's. but only what has been convenient to them in the case, which is shut it down.
 - b. At the same time, they are statin that they are no longer counsel for VERIZON, hence we are very confused as to who is representing us as we requested them to withdraw from all cases
12. Additionally, another of our lawyers, Mr. Rick Sanchez and Dominion Harbor appeared to be still related as owners of a MARATHON PATENT GROUP, INC (**Exhibit K**), where Dominion Harbor and Mr. Rich Sanchez are shareholders (See excerpts below)

On Page 41 of Exhibit K

*"On November 3, 2014, we entered into a two-year executive employment agreement ("Sanchez Employment Agreement") with **Rick Sanchez, effective October 31, 2014**, pursuant to which Mr. Sanchez shall serve as the Company's Senior Vice President of Licensing. Pursuant to the terms of the Sanchez Employment Agreement, Mr. Sanchez shall receive a base salary at an annual rate of \$215,000 and an annual incentive compensation of up to 100% of the base salary, as determined by the Compensation Committee. As further consideration for Mr. Sanchez's services, the Company agreed to issue him ten-year stock options under the Company's 2014 Equity Incentive Plan to purchase an aggregate of 160,000 shares of common stock, with an exercise price of \$6.40 per share. The options shall vest in thirty-six (36) equal installments on each monthly anniversary of the date of the Sanchez Employment Agreement, provided Mr. Sanchez is still employed by the Company on each such date."*

On Pg 23 of Exhibit K

*And "On November 4, 2015, the Company issued 300,000 shares of the Company's Common Stock to **Dominion Harbor Group LLC ("Dominion")**, pursuant to a settlement agreement entered into with Dominion on October 30, 2015. In connection with this transaction, the Company valued the shares at the quoted market price on the date of grant at \$1.71 per share or \$513,000. The transaction did not involve any underwriters, underwriting discounts or commissions, or any public offering. The issuance of these securities was deemed to be exempt from the registration requirements of the Securities Act of 1933, as amended, by virtue of Section 4(a)(2) thereof, as a transaction by an issuer not involving a public offering"*

Hence, we are requesting the USDOJ and investigation and contact Dr. Mazan in Texas, because both sides are gaming the system and have damaged irreparably our portfolio and our trust in the system.

On behalf of **Mobility Workx, LLC**

Name: Edwin A. Hernandez-Mondragon
Title: Managing Principal
Date: December 5th, 2018